Office-Supreme Court, U.S.
FILED
SEP 18 1963
JOHN F. DAVIS, CLERK

No. 481

IN THE

United States Court of Appeals

FOR THE THIRD CIRCUIT.

No. 13756.

VIKING THEATRE CORPORATION,

Appellant,

v.

PARAMOUNT FILM DISTRIBUTING CORPORATION, et al.

Appeal From the Judgment of the United States District Court for the Eastern District of Pennsylvania.

JOINT APPENDIX.

Volume VIII (Pages 2655a to 2739a).

WILLIAMS & STEIN,
1000 Hill Building,
Washington 6, D. C.
DRINKER BIDDLE & REATH,
1100 Philadelphia Nat'l Bank Bldg.,
Philadelphia 7, Pa.

EDWARD BENNETT WILLIAMS,
HAROLD UNGAR,

HENRY W. SAWYER, III,
R. PHILIP STEINBERG,
DAVID W. MAXEY,
Attorneys for Viking Theatre Corporation, Appellant.

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New York, N. Y.
SCHNADER, HARRISON, SEGAL & LEWIS,
1719 Packard Bldg.,
Philadelphia 2, Pa.

LOUIS NIZER,
GERALD F. PHILLIPS,
ALBERT F. SMITH,

WM. A. SCHNADER,
W. BRADLEY WARD,
ARLIN M. ADAMS,
BANCROFT D. HAVILAND,
SHIRLEY S. BITTERMAN,
Attorneys for Appellees Metro-Goldwyn-Mayer, Inc., Columbia Pictures Corporation, United Artists Corporation, Universal Film Exchanges, Inc., and Paramount Film Distributing Corporation.

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Philadelphia 2, Pa.

LOUIS J. GOFFMAN,
Attorney for Appellee Warner Bros. Pictures Distributing Corporation.
MORRIS WOLF,
FRANKLIN POUL,
Attorneys for Appellees Stanley Warner Management Corporation and Stanley Company of America.

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2107 Fidelity-Phila. Trust Bldg.,
Philadelphia 9, Pa.
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100 Broadway,
New York 5, New York.

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Attorneys for Appellees Twentieth Century-Fox Film Corporation and Fox Philadelphia Building, Inc.

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1660 Suburban Station Bldg.,
Philadelphia 3, Pa.

EDWIN P. ROME,
MORRIS L. WEISBERG,
Attorneys for Appellee William Goldman Theatres, Inc.

International, 711 So. 50th St., Phila. 43, Pa.

MAILED
CRESKOFF
CLERK

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EXHIBIT D-1.

R K O RADIO PICTURES

250 No. 13th Street, Philadelphia 7, Pa.

July 25th, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Philadelphia, Penna.

Re: Viking Theatre, Philadelphia

Dear Jay:—

Following receipt of your wire of July 18th, which you sent after looking at FIRST TRAVELING SALESLADY, I tried to contact you on the telephone to discuss this picture with you, but unfortunately in each instance you were out.

The last time I called, I talked to Julia Hunter, and asked her to please have you call me, but have not as yet heard from you.

Would appreciate your giving me a call upon receipt of this letter.

With kind regards, I am,

Sincerely yours,

RKO RADIO PICTURES

C. ZAGRANS
Branch Manager

C. Zagrans/mod.

EXHIBIT D-2.

RKO RADIO PICTURES

250 No. 13th Street, Philadelphia 7, Pa.

July 11th, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut St.
Philadelphia, Penna.

Dear Jay:—

A screening of THE FIRST TRAVELING SALESLADY will be held on Monday, July 16th, at 11:00 A.M. in the Vine Street Projection Room, 251 North 13th St.

I trust you will be present.

With kind regards, I am,

Sincerely yours,

RKO RADIO PICTURES

C. ZAGRANS
Branch Manager

C. Zagrans/mod.

EXHIBIT D-3.

RKO RADIO PICTURES
250 No. 13th Street, Philadelphia 7, Pa.

July 10th, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut St.
Philadelphia, Penna.

Re: Viking Theatre, Philadelphia

Dear Jay:—

Pleased be advised that the due date for offers on THE FIRST TRAVELING SALESLADY has been extended from July 10th to July 18th.

Regards.

Sincerely yours,

RKO RADIO PICTURES

C. ZAGRANS
Branch Manager

C. Zagrans/mod.

EXHIBIT D-4.

WESTERN UNION

Viking Theatre—Locust 7-2900

Mr. Charles Zagrans
RKO Radio Pictures
1225 Vine Street
Philadelphia, Pa.

Re your solicitation letter of July 3, 1956 and your subsequent letter of July 10, 1956, this is to advise you that the Viking Theatre does not wish to submit an offer for a license to exhibit first run Philadelphia the motion picture, THE FIRST TRAVELING SALESLADY, but will negotiate for the first run showing of this attraction.

Kindest regards.

Jay Wren

EXHIBIT D-5.

WESTERN UNION

Viking Theatre—Locust 7-2900

Mr. Charles Zagrans
RKO Radio Pictures, Inc.
1225 Vine Street
Philadelphia 7, Pa.

Re your solicitation letter of July 3, 1956 covering the motion picture, THE FIRST TRAVELING SALESLADY.

As you know from previous correspondence, the Viking Theatre is unable to submit offers for a license to exhibit first-run Philadelphia any motion pictures which have not been screened at a trade showing.

Again, the Viking Theatre management requests that they be afforded the opportunity to witness showings of any and all attractions for which RKO Radio Pictures, Inc. solicits offers for first-run exhibition in Philadelphia.

JAY WREN

EXHIBIT D-7.

WESTERN UNION

Viking Theatre—Locust 7-2900

Mr. Charles Zagrans
RKO Radio Pictures
1225 Vine Street
Philadelphia, Pa.

Re your solicitation letter of August 17, 1956, this is to advise you that the Viking Theatre does not wish to submit an offer for a license to exhibit first run Philadelphia the motion picture, BEYOND A REASONABLE DOUBT, but will negotiate for the first run showing of this attraction.

Kindest regards,

JAY WREN

EXHIBIT D-9.

RKO RADIO PICTURES

250 No. 13th Street, Philadelphia 7, Pa.

July 25th, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Philadelphia, Penna.

Re: Viking Theatre, Philadelphia

Dear Jay:—

Following receipt of your wire of July 18th, which you sent after looking at First Traveling Saleslady, I tried to contact you on the telephone to discuss this picture with you, but unfortunately in each instance you were out.

The last time I called, I talked to Julia Hunter, and asked her to please have you call me, but have not as yet heard from you.

Would appreciate your giving me a call upon receipt of this letter.

With kind regards, I am,

Sincerely yours,

RKO Radio Pictures

C. Zagrans
Branch Manager

C. Zagrans/mod.

EXHIBIT D-10.

RKO RADIO PICTURES

250 No. 13th Street, Philadelphia 7, Pa.

August 6th, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut St.
Philadelphia, Penna.

Re: Viking Theatre, Philadelphia

Dear Jay:—

I have been trying to get you on the telephone to further discuss THE FIRST TRAVELING SALESLADY, which is available after August 15th, but unfortunately, have been unable to reach you.

Would like very much to discuss this further with you; feeling there may be room in the Viking Theatre on a picture of this nature—especially, as I notice this week you are playing a couple of re-releases.

Regards.

Sincerely yours,

RKO RADIO PICTURES

C. ZAGRANS
Branch Manager

C. Zagrans/mod.

EXHIBIT D-11.

WESTERN UNION

PB122 SSC304

P LLU127 DL PD AR=FAX PHILADELPHIA PENN 30
232PME=

1956 AUG 30 PM 3 20

JAY WREN, VIKING THEATRE=
19 & CHESTNUT STS WT PHILA=

FOLLOWING RECEIPT YOUR WIRE ADVISING THAT YOU WERE WILLING NEGOTIATE FOR BEYOND REASONABLE DOUBT I HAVE FOR THE PAST TWO DAYS TRIED TO CONTACT YOU BUT TO NO EFFECT AS NO CALL BACK WAS GIVEN MY PHONE MESSAGES IF YOU CARE TO DISCUSS THIS ANY FURTHER PLEASE ADVISE WHEN I CAN CONTACT YOU=

CHARLES ZAGRANS RKO RADIO PICTURES=

WESTERN UNION

Viking Theatre—Locust 7-2900

1956 Aug 27 PM 3 25
MS Phila. Pa.

Mr. Charles Zagrans
RKO Radio Pictures
1225 Vine Street
Philadelphia, Pa.

Re your solicitation letter of August 17, 1956, this is to advise you that the Viking Theatre does not wish to submit an offer for a license to exhibit first run Philadelphia the motion picture, BEYOND A REASONABLE DOUBT, but will negotiate for the first run showing of this attraction.

Kindest regards.

JAY WREN

EXHIBIT D-13.

WESTERN UNION

1956 APR 2 PM 7 20

PF771
P LLB470 PD=PHILADELPHIA PENN 2 7 04PME=

L WURTELE, COLUMBIA PICTURES=
302 NORTH 13 ST PHILA=

RE YOUR SOLICITATION LETTER OF MARCH 20, 1956. THE VIKING THEATRE DOES NOT WISH TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURE, THE EDDIE DUCHIN STORY, WHICH YOU ADVISE IS TENTATIVELY AVAILABLE JULY 1956 PLEASE CONTINUE TO AFFORD THE VIKING THEATRE THE OPPORTUNITY TO SUBMIT OFFERS ON ALL OF YOUR FUTURE RELEASES. KINDEST REGARDS=

JAY WREN=

end mesg

EXHIBIT D-14.

WESTERN UNION

Mr. Ulrik Smith
Paramount Film Dist. Corp.
248 North 12th Street
Philadelphia, Pa.

Viking Theatre—Locust 7-2900

1955 Jun 29 PM 3 13
MS Phila. Pa.

Re your Request for Offer form dated June 23d, 1955, inviting us to submit an offer for a license to exhibit the motion picture, TO CATCH A THIEF, first run Philadelphia. Inasmuch as you advised us by phone today that TO CATCH A THIEF was available on or about August 3d, and due to the fact that we have a prior commitment, namely, NOT AS A STRANGER, the Viking Theatre is unable to submit an offer for TO CATCH A THIEF.

However, please continue to afford the Viking Theatre the opportunity to submit offers on all of your future releases.

Regards.

Jay Wren
Gen. Mgr.

EXHIBIT D-15.

WESTERN UNION

Viking Theatre—Locust 7-2900

1955 Jun 13 PM 2 41
MS Phila. Pa.

Mr. Ulrik Smith, Branch Manager
Paramount Film Dist. Corp.
248 North 12th Street
Philadelphia, Pa.

Re your Request for Offer dated June 8th, 1955, owing to prior commitment namely, NOT AS A STRANGER, the Viking Theatre is unable to submit an offer for the motion picture, WE'RE NO ANGELS. Please continue to afford the Viking Theatre the opportunity to submit offers on any and all future attractions which your company will release. Regards.

Jay Wren
Gen. Mgr.

January 24, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Phila. Pa.

Dear Jay:

The following items still remain unpaid at the Viking Theatre:

9/16-21 12th week - NOT AS A STRANGER	$1040.52
9/22-28 1st week - DESERT SANDS	2519.24
9/29-10/5 2nd week - DESERT SANDS	1074.43

If we do not receive payment by January 30, we will not only lose credit for this amount in the Max Youngstein Drive, but we will be penalized an additional 20% for our failure to collect this money.

Your cooperation will be greatly appreciated.

Sincerely yours,

UNITED ARTISTS CORP.

Gene Tunick

GT:mrn

EXHIBIT D-19.

PARAMOUNT FILM DISTRIBUTING CORPORATION
248 No. 12th St., Philadelphia 7, Pa.

September 27, 1955

Gentlemen:

This is to advise you that we received on the motion picture, "THE DESPARATE HOURS" as offered in our letter of 9/14/55, offers from the following:

STANLEY THEATRE, PHILADELPHIA
MASTBAUM THEATRE, PHILADELPHIA
TRANSLUX THEATRE, PHILADELPHIA
VIKING THEATRE, PHILADELPHIA

We do not regard said offers as satisfactory.

Therefore, we will negotiate further with each of you.

Kind regards.

Very truly yours,

U. F. SMITH
Ulrik F. Smith
Branch Manager

UFS/bh

EXHIBIT D-20.

VIKING THEATRE CORPORATION

Chestnut Street at Nineteenth - Phila. 3, Pa. - LOcust 7-2900

March 11, 1955

Mr. Ulrik Smith, Branch Manager
Paramount Film Distributing Corp.
248 North 12th Street
Philadelphia 7, Pa.

re: STRATEGIC AIR COMMAND

Dear Ulrik:

We are in receipt of your letter of March 11, 1955, and enclosures dated March 10, 1955, inviting the Viking Theatre to competitively negotiate with first-run theatres in this city for the exhibition rights to a Special Advance Engagement of the captioned motion picture.

In this connection, since distributors are obliged to screen motion pictures before soliciting offers, we feel that we should be afforded the opportunity to witness a showing of STRATEGIC AIR COMMAND before we are asked to submit an offer.

Inasmuch as the Request For Offer forms dated March 10, 1955, which were attached to your letter, specifically state: "The Last Day Upon Which We Will Receive Offers For Consideration Is 3/16/55", we would appreciate your advising us as to the exact time and place Paramount intends to screen STRATEGIC AIR COMMAND in this city.

Kindest personal regards.

Sincerely,

JAY WREN
Jay Wren
General Manager

JW:jw

Special Delivery
Registered
Return Receipt Requested

EXHIBIT D-21.

WESTERN UNION

1955 MAR 16 PM 4 15

PF570

P.FNA138 PD=FN PHILADELPHIA PENN 16 352PME=

=ULRIK SMITH BRANCH MGR=

PARAMOUNT FILM DIST CORP=248 NORTH 12TH ST PHILA=INSIST ON REPLY TO OUR REGISTERED LETTER OF MARCH 11 1955 RE "STRATEGIC AIR COMMAND". WILL NOT SUBMIT OFFER ON "STRATEGIC AIR COMMAND" UNTIL AFFORDED OPPORTUNITY OF SCREENING "SAC" IN PHILADELPHIA. REGARDS=

JAY WREN GENERAL MANAGER VIKING THEATRE=

EXHIBIT D-22.

WESTERN UNION

1955 MAR 19 AM 9 04

P=NA102 LONG NL PDAR=NEW YORK NY Q1=

=JAY WREN=
=VIKING THEATRE PHILA=

=RE YOUR TELEGRAM MARCH 16 WE REGRET WE CANNOT AFFORD YOU AN OPPORTUNITY TO SCREEN STRATEGIC AIR COMMAND IN PHILADELPHIA BEFORE YOU SUBMIT AN OFFER. WE HAVE NO FACILITIES IN PHILADELPHIA FOR SUCH SCREENING SINCE NO THEATRE IS PRESENTLY EQUIPPED TO EXHIBIT IN OUR NEW DOUBLE FRAME MEDIUM. STAGE 17 IN OUR STIO IN HOLLYWOOD IS AVAILABLE FOR SUCH SCREENING. YOU ARE MOST WELCOME TO AVAIL YOURSELF OF THE OPPORTUNITY SEE THE PICTURE THERE, PROVIDED YOU DO SO PROMPTLY AND AT YOUR OWN EXPENSE. PLEASE WIRE ME AT ONCE IF YOU DESIRE A STUDIO SCREENING LETTING ME KNOW WHEN YOU WILL BE THERE SO THAT I CAN MAKE THE NECESSARY ARRANGEMENTS REGARDS

TED OSHEA=

EXHIBIT D-24.

WESTERN UNION

1955 MAR 22 AM 11 58

(P.NE007) LONG DL PD AR=WUX NEW YORK NY 22 1032AME

JAY WREN GENERAL MANAGER REPORT DELIVERY=
=KING THEATRE WT PHILA.

=ANSWERING YOUR TELEGRAM MARCH 21 OUR LETTER MARCH 10 EXPLAINS REASONS FOR SPECIAL ADVANCE ENGAGEMENTS STRATEGIC AIR COMMAND AND LIMITED NUMBER SUCH ENGAGEMENTS. IT IS OUR PLAN TO SHOW STRATEGIC AIR COMMAND FOR THESE SPECIAL ADVANCE ENGAGEMENTS IN NOT TO EXCEED EIGHT IMPORTANT CITIES OF UNITED STATES IN OUR NEW DOUBLE FRAME MEDIUM ONLY. THEREAFTER THIS PICTURE WILL BE PRERELEASED IN SELECTED GEOGRAPHICAL LOCATIONS IN 35 MM. VISTAVISION PRINTS FOR USE WITH STANDARD PROFECTORS IN ORDER TO CREATE GREATEST PUBLICITY AND AUDIENCE PENETRATION EVER ACCORDED ANY MOTION PICTURE. IF YOU WISH TO SEE PICTURE IN HOLLYWOOD YOU MUST ADVISE US TODAY AS WE CANNOT DELAY AWARDING PICTURE ANY LONGER REGARDS=

=TED O SHEA=

EXHIBIT D-28.

(Letterhead of)
UNITED STATES DEPARTMENT OF JUSTICE
Washington, D. C.

SNB:WDK May 2, 1956

60-6-30-39

Mr. Jay Wren
Viking Theatre Corporation
Chestnut Street at Nineteenth
Philadelphia 3, Pennsylvania

Dear Mr. Wren:

Reference is made to our letter dated April 18, 1956 in which we advised you that we were writing to Paramount concerning its failure to screen the motion picture War and Peace prior to the solicitation of bids for the early engagements of that picture.

Paramount has advised us that there is no print of War and Peace in this country and that accordingly no one has had an opportunity to view the picture at any public or private screening. Since there is still substantial work to be done prior to the making of the final negative and release prints, it does not expect to have a print in the United States until sometime in July. In order to assure September 13 bookings in certain key cities Paramount is asking for bids at this time without the opportunity of screen examination by the exhibitors concerned. Since none of the exhibitors will have seen the picture it is Paramount's view that no exhibitor is being placed in a disadvantageous position as compared to his competitors.

As we indicated in our letter of April 18, 1956, there is no requirement in the judgment entered in the case entitled *United States* v. *Paramount Pictures, Inc., et al.*, that pictures be screened for exhibitors at the time offers for a run are solicited.

Sincerely yours,

STANLEY N. BARNES
Stanley N. Barnes
Assistant Attorney General
Antitrust Division

EXHIBIT D-29.

WESTERN UNION

P MSA012 PD=MS PHILADELPHIA PENN 12 4:5PME=

ULRIK SMITH, PARAMOUNT FILM DIST CORP=
248 NORTH 12 ST PHILA=

1956 APR 12 PM 5 16

RE YOUR SOLICITATION LETTER AND REQUEST FOR OFFER DATED APRIL 5TH 1956 COVERING A SPECIAL ENGAGEMENT OF THE MOTION PICTURE, WAR AND PEACE, IN PHILADELPHIA BEGINNING SEPTEMBER 13, 1956.

¶ IN THIS CONNECTION THIS IS TO ADVISE YOU THAT UNTIL SUCH TIME AS THEY ARE AFFORDED THE OPPORTUNITY TO SCREEN THE MOTION PICTURE WAR AND PEACE, THE MANAGEMENT OF THE VIKING THEATRE IS UNABLE TO SUBMIT A FIRM OFFER FOR A LICENSE TO EXHIBIT THIS ATTRACTION. HOWEVER PLEASE ADVISE US IF AN OFFER MAY BE SUBMITTED ON THE BASIS OUTLINED IN YOUR SOLICITATION LETTER WITH THE UNDERSTANDING THAT IF AFTER SCREENING WAR AND PEACE THE MANAGEMENT OF THE VIKING THEATRE DECIDED THAT THE MOTION PICTURE IS NOT OF THE CALIBER ANTICIPATED, THEY MAY WITHDRAW THE OFFER WITHOUT PREJEDUCE KINDEST REGARDS=

JAY WREN=

1956 APR 12 PM 5 16

EXHIBIT D-30.

May 21, 1956

Louis Phillips, Esquire,
Vice President and General Counsel
Paramount Pictures Corporation
Times Square
New York 36, N. Y.

Dear Mr. Phillips:

We don't think it is whimsical or capricious to want to see a picture before we bid on it, so that we know what we are bidding for.

If we thought you meant it, we would be very happy to be placed on an equal footing with at least two of your other exhibitors, Mr. Goldman and Mr. Fabian. Ultimately, I think you will be right, you will have to place us on the same footing as these favored exhibitors.

The third paragraph on the second page of your letter is simply one more indication of the fact that you do not and will not treat us fairly until you are compelled to do so.

Under the circumstances, we feel we have no alternative but to discuss with our attorneys the advisability of suit against your company and the other distributors who have been conspiring with favored exhibitors in violation of the antitrust laws, to our damage.

Very truly yours,

JAY WREN
Jay Wren

JW:jh
cc: Messrs. H. Kohn
E. London

Special Delivery
Registered—R.R.R.

EXHIBIT D-31.

PARAMOUNT FILM DISTRIBUTING CORPORATION

248 No. 12th St. Philadelphia 7, Pa.

December 28, 1955

Gentlemen:

This is to advise you that we received on the motion picture, "THE COURT JESTER" as offered in our letter of 12/1/55 offers from the following:

Arcadia, Phila.
Viking, Phila.
Stanley or Mastbaum, Phila.

We do not regard said offers as satisfactory.

Therefore, we will negotiate further with each of you.

Kind regards.

Very truly yours,

U. F. SMITH
Ulrik F. Smith
Branch Manager

UFS/pr

Exhibit D-32

EXHIBIT I

WESTERN U

I. PJ514 SPB337 SSA298 P LLV232

(P MSA019) PD=MS PHILADELPI

=GENE TUNICK, UNITED ARTIS
=1322 VINE ST RS PHILA=

RE YOUR COMPETITIVE BID API

¶ THE VIKING THEATRE DOES I
OFFER FOR A LICENSE TO EXI
DELPHIA, THE MOTION PICTURE
TER, WHICH YOU ADVISE IS AV

¶ PLEASE CONTINUE TO AF
ATRE THE OPPORTUNITY TO S
OFF YOUR FUTURE RELEASES I

D-32.

NION

(46).

HIA PENN 14 325PME=

TS CORP.

1956 MAY 14 PM 4 17

RECEIVED
MAY 15, 1956

PLICATION OF MAY 7, 1956

NOT WISH TO SUBMIT AN
HIBIT FIRST RUN PHILA-
E, AMBASSADORS DAUGH-
VAILABLE AUGUST 1, 1956

FFORD THE VIKING THE-
SUBMIT OFFERS ON ALL
KINDEST REGARDS=

=JAY WREN=

EXHIBIT D-33.

January 26, 1956

Mr. Jay Wren
Viking Theatre Corp.
19th and Chestnut Sts.
Philadelphia, Pa.

Dear Jay:

We are planning to release THE HARDER THEY FALL starring Humphrey Bogart in important key run situations on or about March 31.

A completed final print of this picture is not available at this time, but we have prepared an advance special two-reel subject consisting of 30 minutes of scenes from THE HARDER THEY FALL which we are screening on Monday, January 30 at 2:30 p.m. in the Universal Screening Room. We suggest that you arrange to see this unusual special two-reel subject.

It will be necessary for you to advise us within five days of the above date if you desire to negotiate for this picture.

Kindest regards.

Very truly yours,

L. H. Wurtele, Branch Manager

lhw/ab

EXHIBIT D-34.

VIKING THEATRE CORPORATION

Chestnut Street at Nineteenth Philadelpia 3, Pennsylvania
LOcust 7-2900

February 3, 1956

Mr. Lester Wurtele
Columbia Pictures Corp.
302 North 13th Street
Philadelphia 7, Pa.

Dear Lester:

This is to acknowledge receipt of and in reply to your solicitation letter of January 26, 1956 covering the motion picture, THE HARDER THEY FALL, which you advise Columbia Pictures Corporation plans to release in important key run situations on or about March 31st.

The management of the Viking Theatre is of the opinion that in order to properly evaluate the motion picture, THE HARDER THEY FALL, it will be necessary for them to be afforded the opportunity to witness a showing of the completed motion picture rather than the "unusual special two-reel subject" referred to in your letter.

Inasmuch as the Viking Theatre is interested in submitting an offer for a license to exhibit first-run Philadelphia the motion picture, THE HARDER THEY FALL, the management would appreciate your early advice as to when it will be possible for them to screen the said attraction in its entirety.

Kindest regards.

Sincerely,

JAY WREN
Jay Wren

JW:jh
cc: Mr. E. London

RM-RRR

EXHIBIT D-35.

WESTERN UNION

DAF chg. sg. February 6, 1956

Mr. Jay Wren Viking Theatre Corp. 19th and Chestnut Sts.
Philadelphia, Pa.

We regret inability screen THE HARDER THEY FALL in complete form. We are affording equal opportunity to you and your competitors and will proceed to do so in accordance with our letter to you of January 26. Your time to signify desires to negotiate hereby extended to 4:00 p.m. February 7.

Regards.

L. H. Wurtele

EXCHANGE COPY

Page 1

UNIVERSAL FILM EXCHANGES, Inc.

FEATURE LICENSE AGREEMENT

DATE OF APPLICATION	BRANCH	SALESMAN	ZONE	POPULATION	AGREEMENT NO.
9/7/55	PHILADELPHIA		1		331

FIFTEENTH: The following schedule and all of the written and printed parts thereof are part of this license:

SCHEDULE

RELEASE NO.	TITLE OR DESCRIPTION OF PICTURE	NO. CONSECUTIVE DAYS	DAYS OF WEEK	RENTAL TERMS	ADDITIONAL TERMS
3606	SECOND GREATEST SEX		Ind. Run	$7,500.00 Guar.	against the following terms -
	Distributor to receive 90% of the gross receipts over $8,375.00 and Distributor is to pay all advertising costs including $1,344.75 for the guidance advertising consisting of 4 printed bulletins and light sheet boards and date strips. Distributor also agrees to pay the cost of a valance not to exceed $115.00 and the cost of decorating lobby not to exceed $35.00. Total cost of all this advertising exclusive of newspaper and other medium of advertising is not to exceed $1,500.00. Exact rental and bulletin rental to be pre-rated in the event that pictures play more than 1 week.				

CONT. SALES REPORT | SALES RECORD 1 | SALES RECORD 2 | OTHER RECORDS | BOOKING CARD | MISC.

SEP 22 1955

THEATRE	TOWN OR CITY	STATE
VIKING THEATRE	PHILADELPHIA	PA

The Exhibitor represents and agrees that insofar as more than one feature length motion picture is licensed hereunder, the terms of the license for each one of the said feature length motion pictures was negotiated separately, that the licensing of one feature length motion picture was in no wise conditioned upon the licensing of any other feature length motion picture and that the several feature length motion pictures were so included in this licensed agreement for reasons of mutual convenience.

The Distributor agrees that the Exhibitor shall have the following RUN, AVAILABILITY and CLEARANCE.

RUN AND AVAILABILITY	CLEARANCE

PLAYING ARRANGEMENT: The Exhibitor agrees to play and pay for _____ of the above feature productions each and every _____ beginning _____ in the order of release, if, and as available.

END OF SCHEDULE

In witness whereof the Exhibitor operating the theatre listed above has executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license of the said Exhibitor for the exhibition of the motion pictures specified in the Schedule, but only at the said theatre in accordance with the terms and conditions hereof.

UNIVERSAL FILM EXCHANGES, Inc.

By _____
Manager

COUNTERSIGNED, APPROVED AND ACCEPTED
UNIVERSAL FILM EXCHANGES, Inc.

By _____
Vice-President and General Sales Manager

E. J. FELDMAN
SEP 14 1955

VIKING THEATER CORPORATION

By _____
Exhibitor

28

Exhibit D-36

2682a

FIRST RUN PHILADELPHIA CLEARANCE

(14) days clearance from last date of engagement over all theatres in Camden, N.J.

(28) days clearance from last date of engagement over all theatres in Phila., with the exception of the Palace Theatre, which is available (2) days after 1st run, Philadelphia.

(28) days clearance from the last date of the engagement over all the following theatres:

DELAWARE COUNTY

Wendy Theatre,	Darby,	Boulevard Theatre,	Havertown	69th Street Theatre,	Upper Darby
Eddy "	Eddystone	Waverly "	Drexel Hill	Lower "	" "
Yeadon "	Yeadon	Apollo "	Chester	Terminal "	" "
Media "	Media	Lyric "	"	Stonehurst "	" "
Lansdowne "	Lansdowne	Mac "	"	Anthony Wayne "	Wayne
Clifton "	Clifton Heights	Strand "	"	Manor "	Norwood
College "	Swarthmore				

CHESTER COUNTY

Rialto Theatre,	West Chester	Met Theatre	Oxford	Roosevelt Theatre,	Downingtown
Warner "	" "	Oxford "	"	Roselyn "	West Grove
Fireman's Auditorium,	Kennett Sq.			Parkesburg Theatre,	Parkesburg

BUCKS' COUNTY

Grand Theatre,	Bristol	County Theatre,	Doylestown	Karlton Theatre,	Quakertown
Bristol "	"	Casino "	Penndel	Palace "	"
Newtown Jail	Newtown	Selvil "	Sellersville		

MONTGOMERY COUNTY

Ambler Theatre	Ambler	Yorktown Theatre	Elkins Park	Keswick Theatre,	Glenside
Grove "	Willow Grove	Marberth "	Marberth	Bala "	Bala
Penn "	Royersford	Music Hall	Lansdale	Matboro "	Matboro
Ardmore "	Ardmore	Lansdale "	Lansdale	Broad "	Souderton
Suburban "	"	Hi-way "	Jenkintown	Bryn Mawr "	Bryn Mawr
Riant "	Conshohocken				

With the exception of the following theatres which are availble (14) days after 1st run, Phila. Stanley, State, Washington and Boyd Theatres in Chester; Harrison Theatre in West Chester; YMCA Auditorium and Silver Theatre in Coatesville, also the following theatres which are available (21) days after 1st run, Philadelphia:- Grand, Norris and Garrick Theatres in Norristown and Colonial and Rialto Theatres in Phoenixville, Pa.

Exhibit D-36

UNIVERSAL FILM EXCHANGES, Inc.

FEATURE LICENSE AGREEMENT

EXCHANGE COPY

DATE OF APPLICATION	BRANCH	SALESMAN	ZONE	POPULATION	CONTRACT NO.
9/7/55	PHILADELPHIA				

FIFTEENTH The following schedule and all of the written and printed parts thereof are part of this license.

SCHEDULE

RELEASE NO	TITLE OR DESCRIPTION OF PICTURE	NO CONSECUTIVE DAYS	DAYS OF WEEK	RENTAL TERMS	ADDITIONAL TERMS
52	"NEVER SAY GOODBYE"		Ind. Run	$22,500.00 Guar.	against the following terms -

Distributor to receive 90% of the gross receipts over $4,975.00 and Distributor is to pay all advertising costs including $1,344.75 for the outdoor advertising consisting of 4 painted bulletins and 14x24 sheet boards and date strips. Distributor also agrees to pay the cost of a valance not to exceed $115.00 and the cost of decorating lobby not to exceed $335.00. Total cost of all this advertising exclusive of newspaper and other mediums of advertising is not to exceed $1,800.00. Board rental and bulletin rental to be pro-rated in the event that pictures play more than 4 weeks.

COMP. SALES REPORT	SALES RECORD 1	SALES RECORD 2	CONT. RECORD	BOOKING DATA	POSTED

SEP 28 1955

THEATRE	TOWN OR CITY	STATE
VIKING THEATRE	PHILADELPHIA	PA

The Exhibitor represents and agrees that insofar as more than one feature length motion picture is licensed hereunder, the terms of the license for each one of the said feature length motion pictures was negotiated separately, that the licensing of one feature length motion picture was in no wise conditioned upon the licensing of any other feature length motion picture and that the several feature length motion pictures were so included in this licensed agreement for reasons of mutual convenience.

The Distributor agrees that the Exhibitor shall have the following RUN, AVAILABILITY and CLEARANCE.

RUN AND AVAILABILITY	CLEARANCE

PLAYING ARRANGEMENT The Exhibitor agrees to play and pay for _____ of the above feature productions each and every _____ beginning _____ in the order of release, if, and as available.

END OF SCHEDULE

In witness whereof the Exhibitor operating the theatre listed above has executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license of the said Exhibitor for the exhibition of the motion pictures specified in the Schedule, but only at the said theatre in accordance with the terms and conditions hereof.

UNIVERSAL FILM EXCHANGES, Inc.

By _____ Manager

COUNTERSIGNED, APPROVED AND ACCEPTED
UNIVERSAL FILM EXCHANGES, Inc.

C. J. FELDMAN
SEP 14 1955

VIKING THEATRE CORPORATION

By _____ Exhibitor

Exhibit D-37

FIRST RUN, PHILA. [illegible]

(14) days clearance from last date of engagement over all theatres in Camden, N J

(28) days clearance from last date of engagement over all theatres in Philadelphia with the exception of the Palace Theatre, which is available (21) days after 1st run, Phila.,

(28) days clearance from last date of engagement over all of the following theatres:-

DELAWARE COUNTY

Wendy Theatre,	Darby	Boulevard Theatre,	Havertown	69th Street Theatre,	Upper Darby		
Eddy "	Eddystone	Waverly "	Drexel Hill	Tower "	"	"	
Yeadon "	Yeadon	Apollo "	Chester	Terminal "	"	"	
Media "	Media	Lyric "	"	Stonehurst "	"	"	
Lansdowne "	Lansdowne	Mac "	"	Anthony Wayne "	Wayne		
College "	Swarthmore	Strand "	"	Manor "	Norwood		
Clifton "	Clifton Heights						

CHESTER COUNTY

Rialto Theatre,	West Chester	Met Theatre ,	Oxford	Roosevelt Theatre,	Downingtown
Warner "	" "	Oxford "	"	Roselyn "	West Grove
Fireman's Auditorium, Kennett Sq.		Parkesburg Theatre,	Parkesburg		

BUCKS COUNTY

Grand Theatre,	Bristol	County Theatre,	Doylestown	Karlton Theatre,	Quakertown
Bristol "	"	Casino "	Penndel	Palace "	"
Newtown Hall	Newtown	Selvil "	Sellersville		

MONTGOMERY COUNTY

Ambler Theatre,	Ambler	Yorktown Theatre,	Elkins Park	Keswick Theatre,	Glenside
Grove "	Willow Grove	Narberth "	Narberth	Bala "	Bala
Penn "	Royersford	Music Hall	Lansdale	Hatboro "	Hatboro
Ardmore "	Ardmore	Lansdale "	Lansdale	Broad "	Souderton
Suburban "	"	Hatway "	Jenkintown	Bryn Mawr "	Bryn Mawr
Riant "	Conshohocken				

With the exception of the following theatres which are available (14) days after 1st run, Philadelphia:- State, Stanley, Washington and Boyd Theatres in Chester; Harrison Theatre, West Chester; YMCA Auditorium and Silver Theatre in Coatesville, also the following theatres which are available (21)days after 1st run, Philadelphia:-Grand, Norris and Garrick Theatres in Norristown and Colonial and Rialto Theatres in Phoenixville, Pa.

Exhibit D 37

2685a

Ed (Rev... s) 125M Sets 11-54 (C)

UNIVERSAL FILM EXCHANGES, Inc.

FEATURE LICENSE AGREEMENT

EXCHANGE COPY

DATE OF APPLICATION	BRANCH	SALESMAN	ZONE	POPULATION	CONTRACT NO.
9/7/55	PHILADELPHIA				2-1

FIFTEENTH: The following schedule and all of the written and printed parts thereof are part of this license:

SCHEDULE

RELEASE NO.	TITLE OR DESCRIPTION OF PICTURE	NO CONSECUTIVE DAYS	DAYS OF WEEK	RENTAL TERMS	ADDITIONAL TERMS
1607	ALL THAT HEAVEN ALLOWS		Ind. Run	$27,500.00 Guar.	against the following terms -

Distributer to receive 90% of the gross receipts over $4,975.00 and Distributer is to pay all advertising costs including $1,344.75 for the outdoor advertising consisting of 4 painted bulletins and 11x24 sheet boards and date strips. Distributer also agrees to pay the cost of a valance not to exceed $115.00 and the cost of decorating lobby not to exceed $335.00 Total cost of all this advertising exclusive of newspaper and other mediums of advertising is not to exceed $1,800.00. Board rental and bulletin rental to be pre-rated in the event that pictures play more than 4 weeks.

CONS SALES REPORT | SALES RECORD 1 | SALES RECORD 2 | CONT. RECORD | BOOKING CARD | BROKER

SEP 14 1955

THEATRE	TOWN OR CITY	STATE
VIKING THEATRE	PHILADELPHIA	PA

The Exhibitor represents and agrees that insofar as more than one feature length motion picture is licensed hereunder, the terms of the license for each one of the said feature length motion pictures was negotiated separately, that the licensing of one feature length motion picture was in no wise conditioned upon the licensing of any other feature length motion picture and that the several feature length motion pictures were so included in this licensed agreement for reasons of mutual convenience.

The Distributor agrees that the Exhibitor shall have the following RUN, AVAILABILITY and CLEARANCE

RUN AND AVAILABILITY	CLEARANCE

PLAYING ARRANGEMENT The Exhibitor agrees to play and pay for ____ of the above feature productions each and every ____ beginning ____ in the order of release, if, and as available

END OF SCHEDULE

In witness whereof the Exhibitor operating the theatre listed above has executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license of the said Exhibitor for the exhibition of the motion pictures specified in the Schedule, but only at the said theatre in accordance with the terms and conditions hereof.

UNIVERSAL FILM EXCHANGES, Inc.

By _____
Manager

COUNTERSIGNED, APPROVED AND ACCEPTED
UNIVERSAL FILM EXCHANGES, Inc.

By _____
Vice President and General Sales Manager

C. J. FELDMAN
SEP 14 1955

VIKING THEATRE CORPORATION

By _____
Exhibitor

54

Exhibit D 38

2686a

FIRST RUN, PHILADELPHIA CLEARANCE

(14) days clearance from last date of engagement over all theatres in Camden, N J

(28) days clearance from last date of engagement over all theatres in Philadelphia with the exception of the Palace Theatre, which is available (21) days after 1st run, Phila.,

(28) days clearance from last date of engagement over all of the following theatres:

DELAWARE COUNTY

Wendy Theatre,	Darby	Boulevard Theatre,	Havertown	69th Street Theatre,	Upper Darby
Eddy "	Eddystone	Waverly "	Drexel Hill	Tower "	" "
Yeadon "	Yeadon	Apollo "	Chester	Terminal "	" "
Media "	Media	Lyric "	"	Stonehurst "	" "
Lansdowne "	Lansdowne	Mac "	"	Anthony Wayne "	Wayne
College "	Swarthmore	Strand "	"	Manor "	Norwood
Clifton "	Clifton Heights				

CHESTER COUNTY

Rialto Theatre,	West Chester	Met Theatre,	Oxford	Roosevlet Theatre,	Downingtown
Warner "	" "	Oxford "	"	Roselyn "	West Grove
Fireman's Auditorium, Kennett Sq.			Parkesburg Theatre,	Parkesburg	

BUCKS COUNTY

Grand Theatre,	Bristol	County Theatre,	Doylestown	Karlton Theatre,	Quakertown
Bristol "	"	Casino "	Pendel	Palace "	"
Newtown Hall	Newtown	Selvil "	Sellersville		

MONTGOMERY COUNTY

Ambler Theatre,	Ambler	Yorktown Theatre,	Elkins Park	Keswick Theatre,	Glenside
Grove "	Willow Grove	Narberth "	Narberth	Bala "	Bala
Penn "	Royersford	Music Hall	Lansdale	Matboro "	Matboro
Ardmore "	Ardmore	Lansdale "	Lansdale	Broad "	Souderton
Suburban "	"	Hatboro "	Jenkintown	Bryn Mawr "	Bryn Mawr
Giant "	Conshohocken				

With the exception of the following theatres which are available (14) days after 1st run, Philadelphia:- State, Stanley, Washington and Boyd Theatres in Chester; Harrison Theatre, West Chester; YMCA Auditorium and Silver Theatre in Coatesville, also the following theatres which are available (21)days after 1st run, Philadelphia:-Grand, Norris and Garrick Theatres in Norristown and Colonial and Rialto Theatres in Phoenixville, Pa.

Exhibit D-38

2687a

(Features) 125M Sets 11-54 (C)

UNIVERSAL FILM EXCHANGES, Inc.

FEATURE LICENSE AGREEMENT D 34

Page

DATE OF APPLICATION	BRANCH	SALESMAN	ZONE	POPULATION	CONTRACT NO.
[illegible]	PHILADELPHIA	A 2123			

PIPESTAVE The following schedule and all of the written and printed parts thereof are part of this license:

SCHEDULE

RELEASE NO.	TITLE OR DESCRIPTION OF PICTURE	NO. CONSECUTIVE DAYS	DAYS OF WEEK	RENTAL TERMS	ADDITIONAL TERMS
	[illegible]		Ind. Run	$17,500.00 Guar.	against the following terms -

Distributor to receive 90% of the gross receipts over $4,375.00 and Distributor is to pay all advertising costs including $1,344.75 for the cuts. Advertising consisting of 4 painted bulletins and lithi sheet boards and date strips. Distributor also agrees to pay the cost of a valance not to exceed $250.00 and the cost of decorating lobby not to exceed $335.00. Total cost of all this advertising exclusive of newspaper and other medium of advertising to not to exceed $1,800.00. Board rental and bulletin rental to be pro-rated in the event that pictures play more than 4 weeks.

THEATRE	TOWN OR CITY	STATE
VIKING THEATRE	PHILADELPHIA	PA

The Exhibitor represents and agrees that insofar as more than one feature length motion picture is licensed hereunder, the terms of the license for each one of the said feature length motion pictures was negotiated separately, that the licensing of one feature length motion picture was in no wise conditioned upon the licensing of any other feature length motion picture and that the several feature length motion pictures were so included in this licensed agreement for reasons of mutual convenience.

The Distributor agrees that the Exhibitor shall have the following RUN, AVAILABILITY and CLEARANCE.

RUN AND AVAILABILITY	CLEARANCE

PLAYING ARRANGEMENT: The Exhibitor agrees to play and pay for ..... of the above feature productions each and every .....
beginning ..... in the order of release, if, and as available.

END OF SCHEDULE

In witness whereof the Exhibitor operating the theatre listed above has executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license of the said Exhibitor for the exhibition of the motion pictures specified in the Schedule, but only at the said theatre in accordance with the terms and conditions hereof.

UNIVERSAL FILM EXCHANGES, Inc.

By .....
Manager

COUNTERSIGNED, APPROVED AND ACCEPTED
UNIVERSAL FILM EXCHANGES, Inc.

By .....
Vice President and General Sales Manager

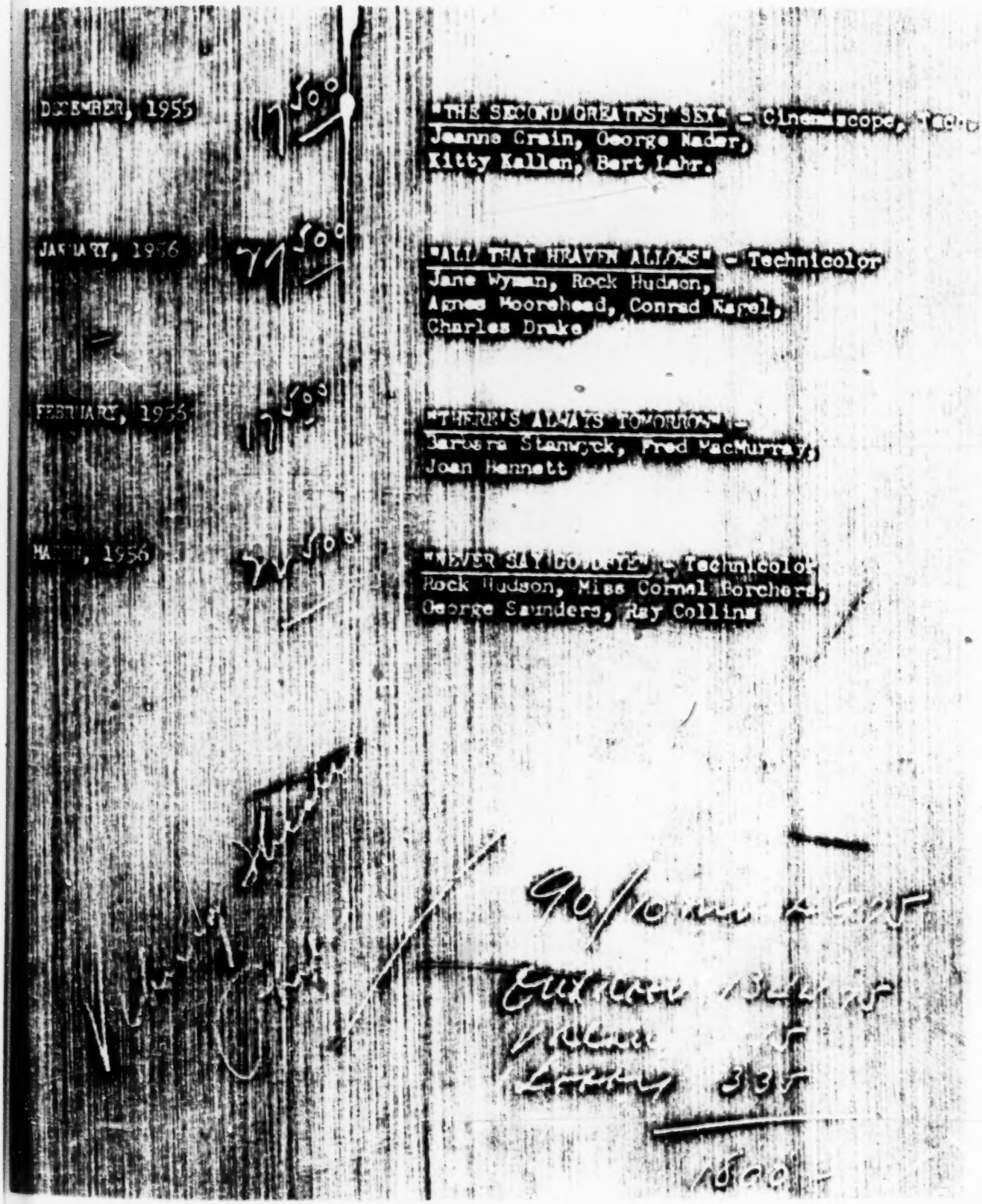
VIKING THEATRE CORPORATION

By .....
Exhibitor

EXHIBITOR'S APPLICATION COPY

Exhibit D 39

2688a


DECEMBER, 1955
"THE SECOND GREATEST SEX" - Cinemascope,
Jeanne Crain, George Nader,
Kitty Kallen, Bert Lahr.
JANUARY, 1956
"ALL THAT HEAVEN ALLOWS" - Technicolor
Jane Wyman, Rock Hudson,
Agnes Moorehead, Conrad Nagel,
Charles Drake
FEBRUARY, 1956
"THERE'S ALWAYS TOMORROW" -
Barbara Stanwyck, Fred MacMurray,
Joan Bennett
MARCH, 1956
"NEVER SAY GOODBYE" - Technicolor
Rock Hudson, Miss Cornel Borchers,
George Saunders, Ray Collins

DECEMBER, 1955 — "THE SECOND GREATEST SEX" - Cinemascope, Tech.
Jeanne Crain, George Nader,
Kitty Kallen, Bert Lahr.

JANUARY, 1956 — "ALL THAT HEAVEN ALLOWS" - Technicolor
Jane Wyman, Rock Hudson,
Agnes Moorehead, Conrad Nagel,
Charles Drake

FEBRUARY, 1956 — "THERE'S ALWAYS TOMORROW" -
Barbara Stanwyck, Fred MacMurray,
Joan Bennett

MARCH, 1956 — "NEVER SAY GOODBYE" - Technicolor
Rock Hudson, Miss Cornel Borchers,
George Saunders, Ray Collins

EXHIBIT D-43.

(Letterhead of)

UNIVERSAL FILM EXCHANGES, INC.

251 No. 13th Street - Philadelphia 7, Pa.

August 21, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Phila., Pa.

Dear Mr. Wren:

Please be advised that we now have available for your screening purpose "WRITTEN ON THE WIND," starring Rock Hudson, Lauren Bacall, Robert Stack and Dorothy Malone.

Kindly make arrangements to screen as soon as possible.

Very truly yours,

FERD FORTUNATE
Ferd Fortunate
Head Booker

FF:kf

Telefax

WESTERN UNION

Telefax

P WSA 023 PD=WS PHILADELPHIA PENN 23 42 OPVE=

EDWARD HEIBER, UNIVERSAL FILM EXCHANGES INC=

[redacted]

RE FERD FORTUNATE'S LETTER OF AUGUST 21, 1956 PLEASE ADVISE EXACT AVAILABILITY FIRST RUN PHILADELPHIA FOR THE MOTION PICTURE, WRITTEN IN THE WIND, AND WHETHER THIS MOTION PICTURE HAS BEEN LICENSED FOR FIRST RUN EXHIBITION IN THIS CITY. KINDEST REGARDS=

JAY WREN=

1956 AUG 24 AM 7 22

EXHIBIT D-45.

COPY FOR P. T. DANA

AUG 29 1956

August 28th, 1956.

Mr. Jay Wren
Viking Theatre
19th and Chestnut Sts.,
Philadelphia, Pa.

Dear Mr. Wren:

This will acknowledge receipt of your wire.
As of today, "WRITTEN ON THE WIND" has not been sold first run Philadelphia. The availability on this picture is December 31st, 1956.
We will be happy to screen this release for you at your convenience.

Very truly yours,

E. HEIBER
Branch Manager

EH:mg

cc—Mr. P. T. Dana.

EXHIBIT D-46.

WESTERN UNION

September 5, 1956

HARRY SLEY and J. WREN
VIKING THEATRE—
19TH AND CHESTNUT ST.
PHILADELPHIA, PA.

RETEL HEIBER AUGUST 31 REGARDING WRITTEN ON WIND AS YOU KNOW WE HAVE BEEN OBLIGED TO SUE YOU FOR FILM RENTAL ON THE FOUR PICTURES WE SOLD YOU IN SEPTEMBER OF 1955 AND YOU HAVE FILED A COUNTERCLAIM IN THAT SUIT WHICH IS COMPLETELY WITHOUT FOUNDATION AND FILLED WITH SCURRILOUS CHARGES AGAINST US AND ME PERSONALLY. NOW YOU ASK US TO SOLICIT OFFERS FROM YOU ON WRITTEN ON WIND, DESPITE YOUR REPREHENSIBLE CONDUCT. WE WILL CONSIDER ANY OFFER YOU MAY CARE TO MAKE AND WILL LICENSE THE PICTURE TO YOU IF YOUR OFFER IS ACCEPTABLE BUT WE WILL EXPECT ADVANCE PAYMENT OF FULL FILM RENTAL TO AVOID A REPETITION OF OUR PRESENT DIFFICULTIES.

P. T. DANA

cc—Messrs. Daff, Feldman, McCarthy, Heiber, Rosian, Friedberg

EXHIBIT D-47.

WESTERN UNION

Viking Theatre—Locust 7-2900

Mr. Pete Dana
Universal Film Exchanges
445 Park Avenue
New York, N. Y.

Retel September 5.

Please advise when you intend to solicit written offers and when bids will be due for a license to exhibit first run Philadelphia the motion picture, WRITTEN ON THE WIND.

Regards.

Jay Wren

EXHIBIT D-48.

WESTERN UNION

(14).

NA421 PD AR=FN PHILADELPHIA PENN 13 454PME=

P T DANA, UNIVERSAL FILM EXCHANGES INC. DLR=
445 PARK AVE=

SEP 14 1956

1956 SEP 13 PM 7 14

PLEASE ADVISE IF YOU ARE SOLICITING WRITTEN OFFERS FROM OTHER FIRST RUN PHILADELPHIA EXHIBITORS FOR A LICENSE TO EXHIBIT THE MOTION PICTURE WRITTEN ON THE WIND. ALSO AT WHAT TERMS PICTURE IS BEING OFFERED. KINDEST REGARDS=

JAY WREN=

:SG JAY WREN=

EXHIBIT D-49.

WESTERN UNION

SEPTEMBER 14, 1956

JAY WREN
VIKING THEATRE
19TH & CHESTNUT ST.
PHILADELPHIA, PENNA.

WE HAVE AT LEAST TWICE REQUESTED YOU TO NEGOTIATE WITH US FOR WRITTEN ON THE WIND FIRST RUN PHILADELPHIA AND I NOW DO AGAIN. HOWEVER YOUR TELEGRAM OF SEPTEMBER 13 SEEMS TO INDICATE THAT YOU DO NOT DESIRE TO DO BUSINESS BUT ARE SIMPLY PURSUING WHAT YOU DEEM TO BE A CLEVER MANEUVER TO MANUFACTURE EVIDENCE FOR YOUR SO-CALLED "COUNTERCLAIM" IN ORDER TO TRY TO AVOID PAYING THE FILM RENTAL YOU OWE US. YOU KNOW THAT ANYONE BONA FIDE INTERESTED IN LICENSING OUR PICTURE WOULD GO INTO OUR PHILADELPHIA EXCHANGE AND TALK BUSINESS AND NOT SEND ENDLESS TELEGRAMS ASKING RIDICULOUS QUESTIONS. I SUGGEST YOU DO THE SAME. WRITTEN ON THE WIND, AS ALL OUR PICTURES, IS AVAILABLE TO YOU AS WELL AS TO EVERY FIRST RUN EXHIBITOR. THE TERMS OFFERED BY OTHERS ARE NONE OF YOUR BUSINESS.

P. T. DANA

cc—Messrs. Daff, Feldman, McCarthy, Heiber, Rosian, Friedberg.

EXHIBIT D-50.

WESTERN UNION

OCTOBER 1, 1956

JAY WREN
VIKING THEATRE
19TH AND CHESTNUT ST.
PHILADELPHIA, PENNA.

THE TWO WEEK PERIOD REFERRED TO IN MY LETTER TO YOU SEPTEMBER 19th EXPIRES OCTOBER 3rd. I AM PLANNING TO LEAVE TOWN ON THAT DATE AND THEREFORE WILL NOT BE ABLE TO TALK TO YOU CONCERNING MATTER REFERRED TO IN THE LETTER. IF I DON'T HEAR FROM YOU BY OCTOBER 3rd I SHALL CONSIDER THAT YOU ARE NOT INTERESTED IN THE SHOWING OF WRITTEN ON THE WIND FIRST RUN PHILADELPHIA.

P. T. DANA

cc—Messrs. Daff, Feldman, McCarthy, Friedberg, Heiber, Rosian, Jordan.

EXHIBIT D-51.

SPYROS P. SKOURAS
President

(Letterhead of)
TWENTIETH CENTURY-FOX FILM CORPORATION

Head Office 444 West 56th Street, New York 19, N. Y.
Branches in All Principal Cities of the World
314-20 North 13th Street
PHILADELPHIA 7, PA.
Telephone Walnut 2828

July 16, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Philadelphia, Pa.

Dear Jay:

You made an agreement with us that you were to pay us $10,650. a week to cover the guarantee on THE MAN IN THE GREY FLANNEL SUIT at the Viking Theatre.

As of today's date you paid $74,550, which covers the first seven weeks and I cannot understand why you have not paid the last three weeks on this picture.

May I hear from you by return mail as to why we have the balance due of $31,950.

Kindest regards.

Sincerely,

Sam E. Diamond, Branch Manager

SED:dl

EXHIBIT D-52.

VIKING THEATRE CORPORATION

Chestnut Street at Nineteenth - Philadelphia 3, Pennsylvania

LOcust 7-2900

July 17, 1956

RECEIVED
JUL 18 1956

(Illegible)

Mr. Sam E. Diamond
20th Century Fox Film Corp.
314 North 13th Street
Philadelphia 7, Pa.

Dear Sam:

This will acknowledge receipt of your unsigned letter of July 16th.

Kindest regards.

Sincerely,

JAY
Jay Wren

JW:jh

EXHIBIT D-53.

July 18, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Philadelphia, Pa.

Dear Jay:

In reply to your letter of July 17th, I am attaching hereto signed letter of July 16th.

Kindest regards.

Sincerely,

SAM E.
Sam E. Diamond, Branch Manager

Exhibit D-53 2702a

SPYROS P. SKOURAS
President

(Letterhead of)

TWENTIETH CENTURY-FOX FILM CORPORATION

Head Office 444 West 56th Street, New York 19, N. Y.
Branches in All Principal Cities of the World
314-20 North 13th Street
PHILADELPHIA 7, PA.
Telephone Walnut 2828

July 16, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Philadelphia, Pa.

Dear Jay:

You made an agreement with us that you were to pay us $10,650. a week to cover the guarantee on THE MAN IN THE GREY FLANNEL SUIT at the Viking Theatre.

As of today's date you paid $74,550, which covers the first seven weeks and I cannot understand why you have not paid the last three weeks on this picture.

May I hear from you by return mail as to why we have the balance due of $31,950.

Kindest regards.

Sincerely,
SAM E.
Sam E. Diamond, Branch Manager

SED:dl

EXHIBIT D-54.

WESTERN UNION

1956 MAY 15 PM 2 44

PB075 SPA483

P MSA020 PD=MS PHILADELPHIA PENN 15 215PME=

C M BEILAN, WARNER BROS PICTURES DIST CORP=
13 ST PHILA=

RE YOUR SOLICITATION LETTER OF MAY 9, 1956. THE VIKING THEATRE DOES NOT WISH TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURE, MOBY DICK, WHICH YOUR OFFICE ADVISED IS AVAILABLE JULY 4 OR JULY 10, 1956. PLEASE CONTINUE TO AFFORD THE VIKING THEATRE THE OPPORTUNITY TO SUBMIT OFFERS ON ALL OF YOUR FUTURE RELEASES. KINDEST REGARDS=

JAY WREN=

EXHIBIT D-55.

VIKING THEATRE CORPORATION

Chestnut Street at Nineteenth - Philadelphia 3, Pennsylvania
LOcust 7-2900

June 1, 1956

Mr. Charles Beilan
Warner Bros. Dist. Corp.
230 North 13th Street
Philadelphia 7, Pa.

Dear Charlie:

This is in reply to your solicitation letter of May 28, 1956.

In this connection, this is to advise you that the Viking Theatre does not wish to submit an offer for a license to exhibit first run Philadelphia the motion picture, SANTIAGO, which your office advised was available July 4, 1956.

Please continue to afford the Viking Theatre the opportunity to submit offers on all of your future releases.

Kindest regards.

Sincerely,

JAY WREN
Jay Wren

JW:jh
cc: Mr. E. London

EXHIBIT D-56.

WESTERN UNION

PB058 SPB307

P MSA019 PD=MS PHILADELPHIA PENN 27 238PME=

=CHARLES BEILAN, WARNER BROS FILM DIST CORP=
230 NORTH 13 ST PHILA=

RE YOUR SOLICITATION LETTER OF APRIL 23, 1956 THE VIKING THEATRE DOES NOT WISH TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURE THE SEARCHERS, WHICH YOUR OFFICE ADVISED IS AVAILABLE MAY 26, 1956. PLEASE CONTINUE TO AFFORD THE VIKING THEATRE THE OPPORTUNITY TO SUBMIT OFFERS ON ALL OF YOUR FUTURE RELEASES KINDEST REGARDS=

JAY WREN=

EXHIBIT D-57.

WESTERN UNION

PB067

P MSA016 PD=MS PHILADELPHIA PENN 13 238PME=

CHARLES BEILAN. WARNER BROS FILM DIST CORP=
230 NORTH 13 ST PHILA=

1955 OCT 13 PM 2 51

RE YOUR SOLICITATION LETTER OF SEPTEMBER 29TH. DUE TO A PRIOR COMMITMENT, NAMELY, GIRL ON THE RED VELVET SWING, THE VIKING THEATRE IS UNABLE TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURE, REBEL WITHOUT A CAUSE, WHICH YOU ADVISE IS AVAILABLE OCTOBER 29TH.=

PLEASE CONTINUE TO AFFORD THE VIKING THEATRE THE OPPORTUNITY TO SUBMIT OFFERS FOR ALL OF YOUR FUTURE RELEASES KINDEST PERSONAL REGARDS=

JAY WREN=

EXHIBIT D-58.

October 13, 1955

Mr. Sam Diamond
20th Century Fox Films
314 North 13th Street
Philadelphia, Pa.

Dear Sam:

In reply to your solicitation telegram of October 7, 1955, inviting us to competitively negotiate for a license to exhibit first-run Philadelphia the motion picture, GIRL ON THE RED VELVET SWING, we herewith submit the following offer for the Viking Theatre:

TERMS: $27,500. minimum guarantee vs: *

First Two Weeks—minimum of 50% of the gross to $25,000. and 66⅔% over.

Third Week— 30%-50% Sliding Scale (Sliding Scale attached)

Additional days— 25%-50% Sliding Scale

* Guarantee to cover the entire engagement.

PLAYING TIME: Minimum of three (3) weeks starting approximately on availability.
If the second week's gross equals or exceeds $14,500., picture will be held for a fourth week.

ADVERTISING: *Pre-opening and First Week*—Entire teaser ad campaign to be paid by distributor. Also, distributor agrees to share 50% of the cost of all forms of advertising, publicity and exploitation over and above Viking Theatre's budget of $400. The advertising budget must include the following:

(a) 4 painted billboards $220. each	880.
(b) weekly rental of 4 painted billboards @ $10. each	40.
(c) weekly rental of 14-28 sheet boards @ $76.20 per week.	76.20
	996.20

Subsequent Weeks—distributor agrees to share 50% of the cost of all forms of advertising, publicity, and exploitation over and above the Viking Theatre's home budget of $300. The following must be included in the advertising budget:

(a) weekly rental of 4 painted boards @ $10. each

(b) weekly rental of 14-28 sheets @ $76.20 per week.

CLEARANCE: See attached schedule.

Kindest regards.

Sincerely,

Jay Wren

JW:jh
enc.

VIKING THEATRE SCALE

25% up to	$ 9,000.
27½%	10,000.
30%	11,000.
32½%	12,000.
35%	13,000.
37½%	14,000.
40%	15,000.
42½%	16,000.
45%	17,000.
47½%	18,500.
50%	20,000.

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

EXHIBIT D-59.

TWENTIETH CENTURY-FOX FILM CORPORATION

ACCEPTANCE OF BID

Form E1029A Rev 1/52
Printed in USA

FORM TWO

Exchange Phila.
Date 10/17/55

EXHIBITOR Mr. Jay Wren

ADDRESS Viking Thea. 19th & Chestnut Sts. Phila.

This is to advise you that the bid(s) you submitted for the feature picture(s) and theatre listed below have been accepted. Application for license agreement for each of these pictures is attached herewith for your signature:

TITLE	THEATRE
GIRL ON THE RED VELVET SWING	Viking, Phila.

Thanking you for this additional business, we are,

Very truly yours,

SAM E.
TWENTIETH CENTURY-FOX FILM CORPORATION

EXHIBIT D-60.

WESTERN UNION

PB120

1955 DEC 5 PM 3 05

P MSA019 PD=MS PHILADELPHIA PENN 5 223PME=

CHARLES BEILAN, WARNER BROS PICTURES DIST CORP=
=230 NORTH 13 ST PHILA=

DUE TO A PRIOR COMMITMENT THE VIKING THEATRE IS UNABLE TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURE COURT MARTIAL OF BILLY MITCHELL WHICH YOU ADVISE IS AVAILABLE DECEMBER 28TH. PLEASE CONTINUE TO AFFORD THE VIKING THEATRE THE OPPORTUNITY TO SUBMIT OFFERS ON ALL OF YOUR FUTURE RELEASES KINDEST REGARDS=

JAY WREN=

EXHIBIT D-61.

WESTERN UNION

1955 NOV 23 PM 4 06

PB084 SSD012 P LLV100

(P MSA019) PD=MS PHILADELPHIA PENN GWI 227PME=

CHARLES BEILAN WARNER BROS PICTURES DIST CORP=
=230 NORTH 13 T RS PHILA=

=DUE TO A PRIOR COMMITMENT THE VIKING THEATRE IS UNABLE TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURE HELL ON THE DOCK WHICH YR OFFICE ADVISES IS AVAILABLE JANUARY 14TH OR 28TH PLEASE CONTINUE TO AFFORD THE VIKING THEATRE THE OPPORTUNITY TO SUBMIT OFFERS ON ALL OF YOUR FUTURE RELEASES=

=JAY WREN=

EXHIBIT D-64.

VIKING THEATRE CORPORATION

Chestnut Street at Nineteenth Philadelphia 3, Pennsylvania
LOcust 7-2900

March 3, 1955

Mr. Louis Formato
Philadelphia, Pa.
Loew's Incorporated
1233 Summer Street

Dear Lou:

Following is our offer for the motion picture, THE GLASS SLIPPER:

PLAYING TIME—Four (4) Weeks

TERMS— $17,500. guarantee vs the following sliding scale:

40%	if	gross	equals	or	exceeds	$10,000.
41%	"	"	"	"	"	11,000.
42%	"	"	"	"	"	12,000.
43%	"	"	"	"	"	13,000.
44%	"	"	"	"	"	14,000.
45%	"	"	"	"	"	15,000.
46%	"	"	"	"	"	16,000.
47%	"	"	"	"	"	17,000.
48%	"	"	"	"	"	18,000.
49%	"	"	"	"	"	19,000.
50%	"	"	"	"	"	20,000.

Advertising to be mutually agreed upon.

Kindest regards.

Sincerely,

JAY WREN
Jay Wren
General Manager

EXHIBIT D-65.

March 21, 1955

Mr. Jay Wren,
Viking Theatre,
Chestnut Street at 19th.,
Philadelphia 3, Pa.

Dear Jay:

We are happy to inform you that your bid for THE GLASS SLIPPER for the Viking Theatre has been successful.

Attached is contract, which we will appreciate your signing and returning.

Regards.

Sincerely,

LF:McD

EXHIBIT D-66.

WESTERN UNION

P MSA023 PD=MS PHILADELPHIA PENN 26 332PME=

CHARLES BEILAN, WARNER BROS FILM DIST CORP=
230 NORTH 13 ST PHILA=

RE YOUR SOLICITATION LETTER OF JULY 19, 1956 THE VIKING THEATRE DOES NOT WISH TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURE BURNING HILLS, BUT WILL NEGOTIATE FOR THE FIRST RUN SHOWING OF THIS ATTRACTION. KINDEST REGARDS=

JAY WREN=

EXHIBIT D-67.

WESTERN UNION

1956 FEB 17 PM 2 55

PB041

P MSA016 PD=MS PHILADELPHIA PENN 17 230PME=

CHARLES BEILAN, WARNER BROS FILM DIST CORP=
=230 NORTH 13 ST PHILA=

RE YOUR SOLICITATION LETTERS OF FEBRUARY 9TH AND FEBRUARY 10TH 1956. THE VIKING THEATRE DOES NOT WISH TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT FIRST RUN PHILADELPHIA THE MOTION PICTURES, THE RIVER CHANGES, WHICH YOU ADVISE IS AVAILABLE MARCH 24TH AND MIRACLE IN THE RAIN, WHICH YOU ADVISE IS AVAILABLE APRIL 7TH. PLEASE CONTINUE TO AFFORD THE VIKING THEATRE THE OPPORTUNITY TO SUBMIT OFFERS ON ALL OF YOUR FUTURE RELEASES. KINDEST REGARDS=

JAY WREN=

EXHIBIT D-69.

WESTERN UNION

1955 APR 18 PM 10 29

PV039

P.FNA240 NL PD=FN PHILADELPHIA PENN 18=

CHARLES BEILAN, BRANCH MGR WARNER BROS PICTURES DISTRIBUTING CORP=230 NORTH 13 ST PHILA

ON FRIDAY APRIL 15 1955 YOU ADVISED THE SENDER BY TELEPHONE THAT YOUR COMPANY WAS SOLICITING OFFERS FROM FIRST-RUN PHILADELPHIA EXHIBITORS FOR A LICENSE TO EXHIBIT THE MOTION PICTURE, THE SEA CHASE. THAT THE SUBJECT ATTRACTION WAS TO BE SHOWN STARTING DECORATION DAY AND THAT OFFERS FOR THE SEA CHASE WERE TO BE SUBMITTED ON OR BEFORE TUESDAY APRIL 19, 1955. FURTHER YOU ADVISED US THAT THERE WERE NO PRINTS OF THE SEA CHASE AVAILABLE AT THIS TIME AND THAT NEITHER WE NOR ANY OF THE OTHER FIRST-RUN EXHIBITORS OR THEIR REPRESENTATIVES WOULD BE AFFORDED THE OPPORTUNITY TO SCREEN THE SEA CHASE BEFORE THE LAST DAY ON WHICH YOUR COMPANY WOULD CONSIDER OFFERS, I.E., TUESDAY APRIL 19 1955.=

AGAIN WE WISH TO ADVISE YOU THAT THE VIKING THEATRE REFUSES TO SUBMIT OFFERS FOR LICENSES TO EXHIBIT FIRST-RUN MOTION PICTURES UNTIL SUCH TIME AS WE HAVE HAD AN OPPORTUNITY TO SCREEN AND EVALUATE THE MOTION PICTURES FOR WHICH YOU SOLICIT OFFERS, REGARDS=

JAY WREN GEN MGR VIKING THEATRE=.

EXHIBIT D-70.

WARNER BROS. PICTURES DISTRIBUTING CORPORATION

230 No. 13th St., Philadelphia 7, Pa.—RIttenhouse 6-9530

May 2, 1955

Mr. Jay Wren
Viking Theatre,
19th & Chestnut Sts.
Phila. 3, Pa.

Dear Jay:

If you are interested in obtaining the motion picture SEA CHASE for first run Philadelphia, please get word to us not later than Tuesday, May tenth so that we can know what terms you propose for this picture.

Cordially yours,

C. M. BEILAN
Branch Manager.

CM Beilan/aw

EXHIBIT D-71.

WESTERN UNION

P.FNA046 LONG PD=FN PHILADELPHIA PENN 10 1024AME

WILLIAM MANSELL, WARNER BROS PICTURES DISTRIBUTING CORP=
=230 NORTH 13 ST PHILA=

=DUE TO PRIOR COMMITMENTS, NAMELY THE MOTION PICTURES THE PRODIGAL AND NOT AS A STRANGER, THE VIKING THEATRE IS UNABEL TO SUBMIT AN OFFER FOR A LICENSE TO EXHIBIT THE MOTION PICTURE THE SEA CHASE FIRST-RUN PHILADELPHIA. HOWEVER, THE MANAGEMENT OF THE VIKING THEATRE DESIRES TO CONTINUE TO BE AFFORDED THE OPPORTUNITY TO SUBMIT OFFERS FOR ALL OF YOUR COMPANY'S FUTURE RELEASES. KINDEST PERSONAL REGARDS=

JAY WREN GEN MGR=

EXHIBIT D-72.

VIKING THEATRE CORPORATION

Chestnut Street at Nineteenth - Philadelphia 3, Pennsylvania
LOcust 7-2900

April 6, 1955

Mr. Louis Formato
Loew's Incorporated
1233 Summer Street
Philadelphia 7, Pa.

Dear Lou:

Following is the VIKING THEATRE's offer for the motion picture, THE PRODIGAL:

PLAYING TIME: Six (6) weeks. Approximately on availability.

TERMS: $37,500. guarantee vs: *

First two (2) weeks—Minimum of 50%

Subsequent weeks—Following scale:

40%	if gross equals	or	exceeds		$10,000.
41%	"	"	"	"	11,000.
42%	"	"	"	"	12,000.
43%	"	"	"	"	13,000.
44%	"	"	"	"	14,000.
45%	"	"	"	"	15,000.
46%	"	"	"	"	16,000.
47%	"	"	"	"	17,000.
48%	"	"	"	"	18,000.
49%	"	"	"	"	19,000.
50%	"	"	"	"	20,000.

It is understood that if the fifth week's gross equals or exceeds $8,000. THE PRODIGAL will play a seventh week and so on.

* Guarantee to apply against the entire engagement.

Above sliding scale will apply to held-over weeks.

CLEARANCE: Usual clearance.

RUN: First-run Philadelphia.

ADVERTISING: Distributor agrees to share 50% of the cost of all newspaper, radio and TV advertising during the first two (2) week's of the engagement.

Subsequent weeks—The distributor agrees to share 50% of the cost of all newspaper, radio and TV advertising over and above the Viking's house budget of $350. per week.

Kindest personal regards.

Sincerely,

JAY WREN
Jay Wren
Gen. Mgr.

JW/jw

EXHIBIT D-73.

April 15, 1955

Mr. Jay Wren
Viking Theatre,
Chestnut Street at 19th.,
Philadelphia, Pa.

Dear Jay:

We are happy to inform you that your bid for THE PRODIGAL for the Viking Theatre has been successful.

Application for contract is attached.

Thank you for your continued interest in our product.

Regards.

Sincerely,

LF:McD

Branch Philadelphia

UNITED ARTISTS CORPORATION

Dated 4/25/55

COMPETITIVE BID APPLICATION & CONTRACT FOR A SPECIAL EXPLOITATION ENGAGEMENT OF

Stanley Kramer's

UA D-75

NOT AS A STRANGER

Co-starring Olivia de Havilland · Robert Mitchum
Frank Sinatra · Gloria Grahame
Broderick Crawford · Charles Bickford
Produced and Directed by Stanley Kramer

DIRECTIONS

1. All bids must be received by 5/2/55 5:00 P. M.
2. Insert all terms of your bid and supply all information requested. **NO BID WILL BE CONSIDERED UNLESS THE SCHEDULE AND BID ARE COMPLETELY FILLED OUT.**
3. **TERMS:**
   - A. **70% (seventy percent) of the exhibitor's gross receipts to the distributor and 30% (thirty percent) to the exhibitor, without any diminutions or reimbursement of any kind except as otherwise provided in an Operating Expense Rider, if any, which is agreed upon and executed by the exhibitor and distributor and attached hereto and made part hereof.**
   - B. **If an agreement as to the operating expense of your theatre can be reached we are willing to guarantee to you a profit equal to 10% of the gross receipts for each week or portion of a week, where the engagement is in excess of a week.** Each week or portion of a week shall be computed separately and apart from any other week or portion thereof. If you wish to make a bid on the basis of this 10% profit guarantee an **Operating Expense Rider** is attached hereto for your convenience. All information is requested to assist in appraising the rider.
4. Execute where indicated below. Retain last copy and return all other copies in envelope enclosed.

NOTE — DISTRIBUTOR RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED.
In the event that the above picture is awarded to any exhibitor as a result of bids submitted pursuant to this invitation, then the bid which has been accepted will be available for inspection to all who have submitted bids, which have not been accepted, for a period of 7 days commencing from the date of notification to you that an award has been made. However, we will not reveal any information regarding your expenses which is submitted on the printed form of **Operating Expense Rider.**

The following SCHEDULE and all written and printed parts thereof are a part of this License, for the above entitled motion picture.

SCHEDULE

Theatre Viking Theatre (Specify for which theatre you are bidding) Owner M. Sley Seating Capacity

Address 19th & Chestnut Sts. Town and State Philadelphia, Pa.

BID OF EXHIBITOR

1. FILM RENTAL $65,000.00 Minimum guarantee vs: * 90% — 10% over House Expense of $4970.19 (Percentage or Guarantee and Percentage)
2. MINIMUM PLAYING TIME 10 weeks
3. PROPOSED STARTING DATE OF ENGAGEMENT On Availability
4. ADMISSION PRICES YOU EXPECT TO CHARGE FOR THIS ENGAGEMENT, INCLUDING TAXES

	Sat., Sun. & Hol. Mat.	Sat., Sun. & Hol. Eve.	Week Day Mat.	Week Day Eve.
ADULT	.99-1.35-1.49	1.49-1.80	.99-1.35	1.49
CHILDREN	.55	.55	.55	.55

5. ADVERTISING BUDGET THIS PICTURE: (Newspaper, Television, Radio, Billboards, Exploitation) Pre-opening and 1st week $ Each succeeding week $

All advertising costs will be paid by exhibitor. The distributor agrees to reimburse the exhibitor to the extent of 70% (seventy percent) of the actual advertising costs as specified herein above. The distributor shall not reimburse the exhibitor for the said 70% (seventy percent) of the advertising costs until the exhibitor shall submit to distributor the paid bills and invoices showing such costs and the payment thereof supported by tear sheets.

6. OTHER TERMS... * Guarantee to cover the entire engagement. Distributor to pay all advertising including Newspaper, TV, Radio, Billboards, Exploitation, etc.

The Exhibitor agrees to adhere in its advertising and publicity to the instructions issued to the Exhibitor by the Distributor.

IN WITNESS WHEREOF, the Exhibitor has on the 25th **day of** April **, 19**55**, executed this competitive bid application, which upon approval by the Producer and acceptance by the Distributor at its home office in New York City by its affixing hereto the facsimile or perforated or written signature of a person authorized to sign this application and contract and delivery to the Exhibitor of a duplicate copy thereof shall constitute a contract of license for the exhibition of this motion picture, but only at the theatre and on the dates specified herein and in accordance with the terms and conditions hereof, and no deviation from the stipulated terms will be permitted.**

Exhibitor Viking Theatre Co. L. S.
An Individual — A Partnership — A Corporation (Strike out two)
Lessee Owner Operator (Strike out two)

By
Partner — General Manager — Officer (Strike out two)

ACCEPTED at New York, N. Y.
UNITED ARTISTS CORPORATION
DATE

BY

END OF CONTRACT

Exhibit D-75

2723a

FORM E-48(-4M-4 55 PRINTED U.S.A. 273

UNITED ARTISTS CORPORATION

PRODUCER'S C

Branch Philadelphia, Pa.

Stanley Kramer's

Dated May 2, 1955

"NOT AS A STRANGER"

OPERATING EXPENSE RIDER ATTACHED TO AND MADE PART OF THE SPECIAL EXPLOITATION ENGAGEME

CONTRACT Dated May 2, 1955 For Viking Theatre Located at 19th & Chestnut, Philadelphi

Exhibitor represents that the following is a correct itemized statement of the average weekly operating expenses of the theatre for the fifty-two (52) weeks immed preceding the date hereof. Distributor relies on the accuracy of said statement in entering into the license agreement attached hereto, of which this Rider forms a part **will not reveal any information regarding your expense which is submitted on the printed form of Operating Expense Rider.**

IMPORTANT:— OPERATING EXPENSES FOR THE THEATRE DO NOT INCLUDE FILM RENTALS ON FEATURES, TAXES BASED ON GROSS OR NET INCOME OF AFOREMENTIONED THEATRE, OR RENT OR EXPENSES WITH RESPECT TO ANY OTHER THEATRE.

	WEEKLY AMOUNT	
THEATRE PAYROLL (NOTE: No Salary of Administrative, Concession or Refreshment Counter Employees Included)		
Average weekly payroll	$ 2132 00	WEEKLY SALARIES OF EMPLOYEES ACTUALLY WORKING IN THE THEATRE
" " overtime	57 00	
REPAIRS AND MAINTENANCE OTHER THAN CAPITAL ITEMS (ITEMIZE) Sound Service, ASCAP, Rubbish Removal, Uniforms & Maintenance, Seat repairs, Painting, Hdware, Booth & Stage Repairs, Plumbing, Auto. Door Maintenance, Exterminator, Filter Cl.	$ 149 58	
SUPPLIES (ITEMIZE) Lt. Bulbs, Neon Tubing, Janitor & Lavatory Supplies, Carbons & Fuses, Comm. Artist & materials, Tickets, Office Supplies, Flashlights, Batteries, Bulbs, Photostats, Printing, etc.	$ 289 00	
HEATING AND COOLING Steam, Water & Sewer Rt., Electric & Freon	$ 269 46	PROPER PROPORTION OF ACTUAL COST FOR PAST 52 WEEKS
OTHER EXPENSES (ITEMIZE) Legal & Auditing, Lic. Fees, Sign Permits, Indidentals, Depreciation, Telephone, Telegraph, Postage	$ 357 22	
FILM TRANSPORTATION	11 40	
1. RENT PAID TO OTHERS NOT AFFILIATED WITH EXHIBITOR		
(A) IF RENT IS FIXED SUM	$ 1500 00	
(B) IF RENT IS BASED ON A % OF GROSS RECEIPTS OR PROFITS, ENTER AVERAGE WEEKLY AMOUNT OF RENT ACTUALLY PAID FOR PRECEDING 52 WEEKS		
2. IF THEATRE OWNED IN FEE BY EXHIBITOR OR AFFILIATE IN LIEU OF RENT, ENTER:—		
(A) Interest on Real Estate Mortgage		
(B) Real Estate Depreciation		
(C) Real Estate Taxes		
RENTS RECEIVABLE BY EXHIBITOR (STORES, OFFICES, CONCESSIONS, ETC.) TO BE DEDUCTED FROM 1A, 1B OR 2		
TAXES (EXCLUDING ALL TAXES BASED ON GROSS OR NET INCOME) Payroll Tx.	$ 109 45	
INSURANCE	95 00	
TOTAL OF ALL OF THE ABOVE EXPENSE ITEMS		
LESS MISCELLANEOUS INCOME		
TOTAL AVERAGE WEEKLY OPERATING EXPENSES	$ 4970 19	

If the Exhibitor's 30% share of the gross receipts during any week, computed separately and not cumulatively, shall be less than the total of

(a) The above average weekly operating expenses,
(b) Actual cost of shorts and news shown during the week,
(c) Exhibitor's weekly share of all advertising costs for the picture as specified and provided in the contract paid by Exhibitor, including for the first week hibitor's share of all pre-opening advertising expenses paid by Exhibitor, and
(d) 10% of the gross receipts as profit to Exhibitor,

then the license fee payable to Distributor shall be the difference between the gross receipts for the week and the total of items (a), (b), (c) and (d) above. The we operating expenses shall be fairly pro-rated in the usual manner in computing license fees for fractions of a week, on the basis of tenths of a week allocated as follows

_____ for Friday, _____ for Saturday, _____ for Sunday and _____ for each other

Exhibitor Viking Theatre Corp. L. S.

By _____
Partner — General Manager — Officer
(Strike out two)

Lessee
Owner
Operator
(Strike out two)

ACCEPTED at New York, N. Y.
UNITED ARTISTS CORPORATION
DATE

By

EXHIBIT D-80.

WESTERN UNION

1955 DEC 5 PM 4 12

PB119 SSA278

P LLF242 PD=FAX PHILADELPHIA PENN 5 317PME=

JAY WREN=VIKING THEATRE
19TH AND CHESTNUT STS MS PHILA=

DUE TO THE SCREENING OF "THE COURT JESTER" ON WED THE DUE BACK DATE ON THE REQUEST FOR OFFER DATED 12/1/55 WILL BE 12/13/55 INSTEAD OF 12/7/55=

ULRICK F SMITH=

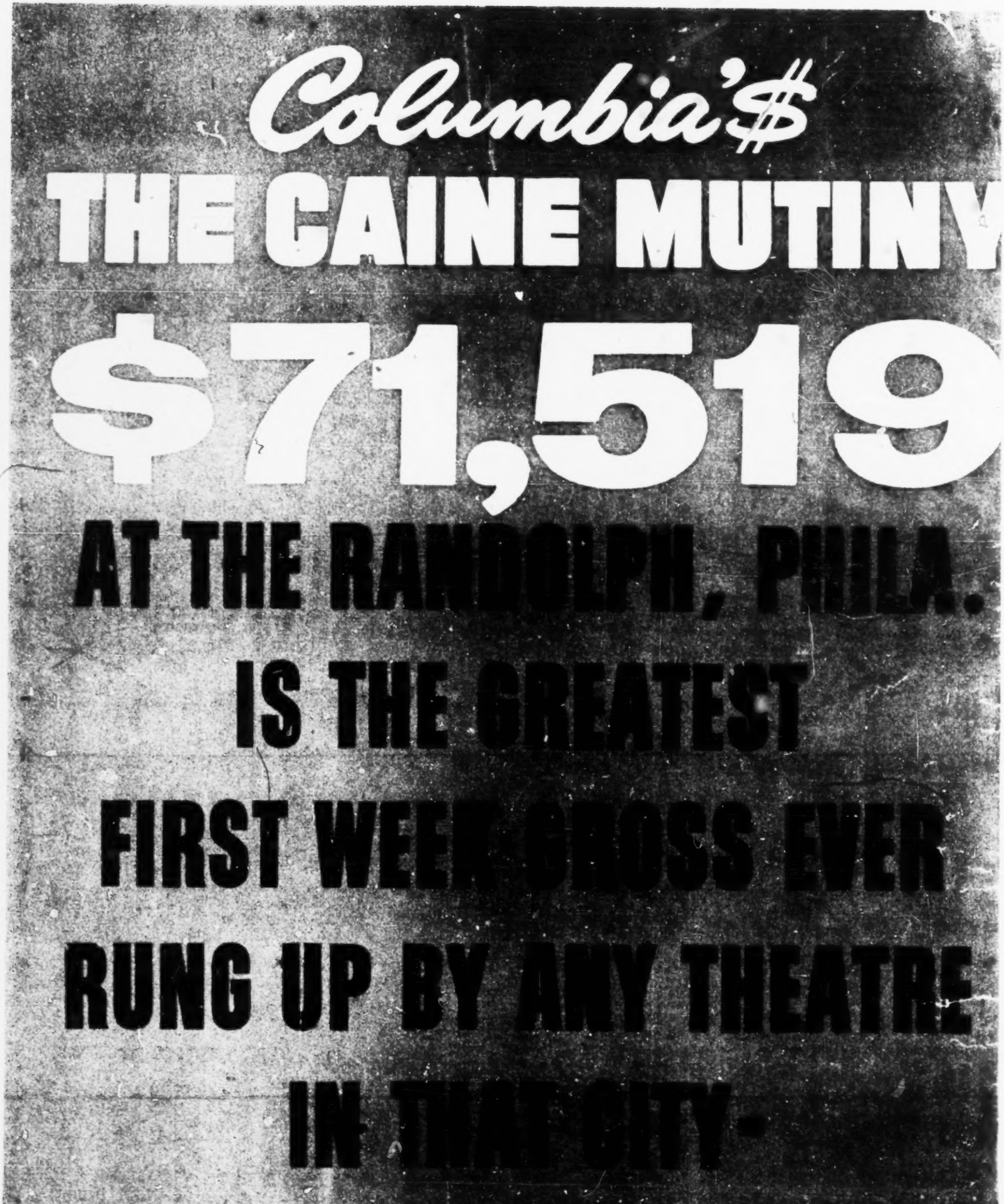

Columbia's
THE CAINE MUTINY
$71,519
AT THE RANDOLPH, PHILA.
IS THE GREATEST
FIRST WEEK GROSS EVER
RUNG UP BY ANY THEATRE
IN THE CITY-

Exhibit D-81

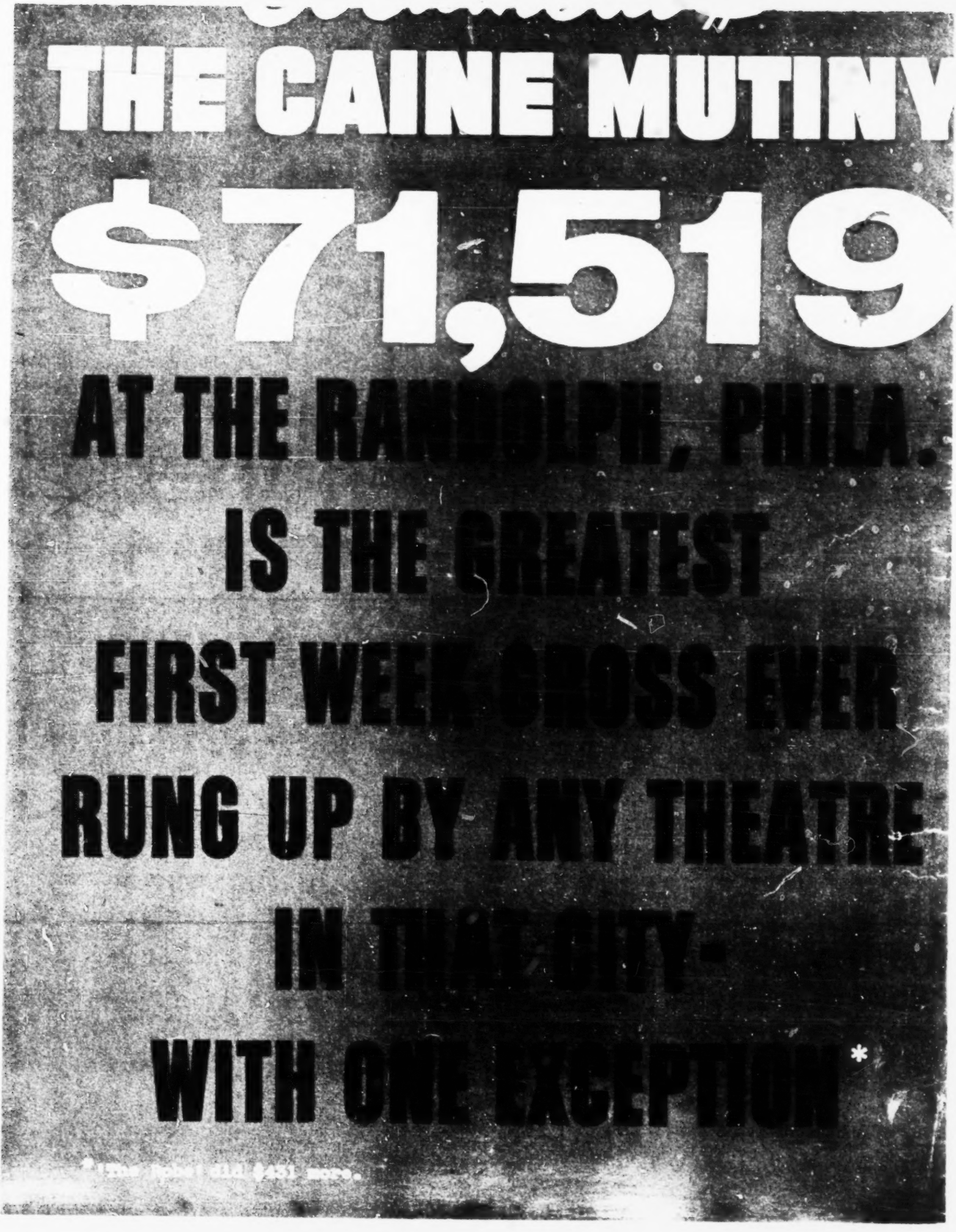
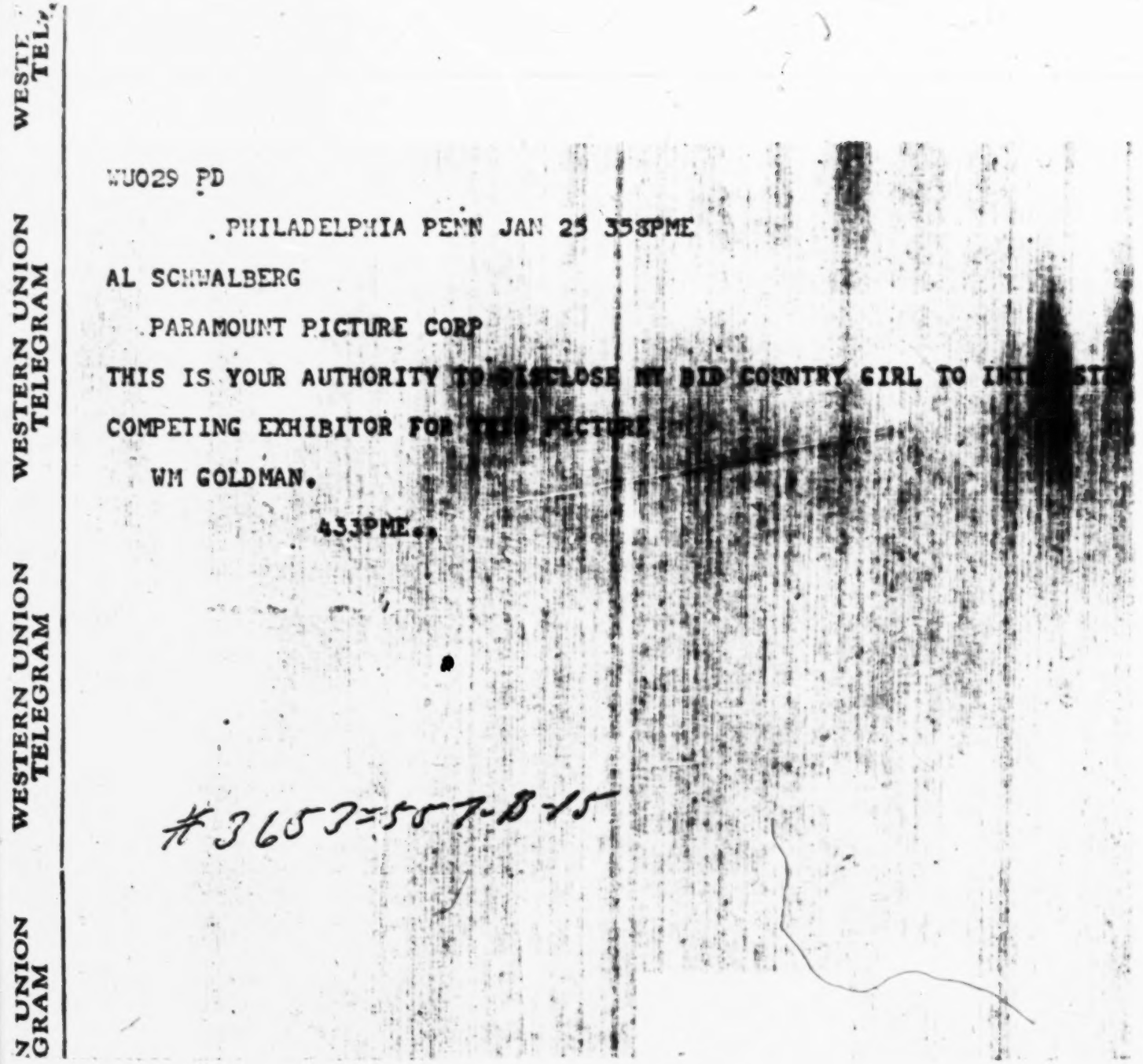


Exhibit D-81

2726a



WESTERN UNION TELEGRAM

WU029 PD

. PHILADELPHIA PENN JAN 25 353PME

AL SCHWALBERG

. PARAMOUNT PICTURE CORP

THIS IS YOUR AUTHORITY TO DISCLOSE MY BID COUNTRY GIRL TO INTERESTED COMPETING EXHIBITOR FOR THIS PICTURE

WM GOLDMAN.

433PME..

#3653-557-8-45

EXHIBIT D-83.

December 2, 1955

To All Branch Managers:

"The Court Jester"
VistaVision - Technicolor

stars

Danny Kaye — Glynis Johns
Basil Rathbone — Angela Lansbury

Produced and Directed by Norman Panama and Melvin Frank

On September 17, 1954, we wrote you the exciting news regarding the release of our boxoffice champion White Christmas. This letter announcing the release of "The Court Jester" should create the same enthusiasm engendered by White Christmas.

In "The Court Jester", we have a P-R-O-D-U-C-T-I-O-N which rivals White Christmas in entertainment, magnitude, grandeur and I-M-P-O-R-T-A-N-C-E !

Take everything that audiences could possibly want in a great musical film—a wonderful, fast-moving story; lavish production and breath-taking sets; a wonderful, gay musical score—add all these together and then top with the great Danny Kaye at his incomparable best, and you've got "The Court Jester", the picture that is a sure-fire bet to set new boxoffice records in every theatre it plays! Aiding and abetting Danny in this tremendous technicolor VistaVision smash is the greatest cast he's ever had—pert, provocative Glynis Johns; gorgeous Angela Lansbury; Cecil Parker; Basil Rathbone; Mildred Natwich; John Carradine; Robert Middleton; the American Legion Zouaves; and Hermine's Midgets. For sheer comedy "The Court Jester" is tops. For color, scope and production value, it has all

the force and strength of the greatest spectacles ever produced. This one is really terrific, and we are being conservative when we use that word! "THE COURT JESTER" is the kind of picture destined to set new boxoffice records.

The sale of "THE COURT JESTER" for the time being is to be handled by Division Managers and Branch Managers only. Salesmen are not to offer this picture for sale in their zones until they are advised by their Branch Manager after he has consulted with his Division Manager.

SALES POLICY: DANNY KAYE IN "THE COURT JESTER" IS A GIANT BOXOFFICE ATTRACTION AND WARRANTS NO LESS THAN FIFTY PERCENT (50%) TERMS. WE MUST ESTABLISH THESE TERMS AS OUR OBJECTIVE.

Where we cannot secure 50% then we must insist upon a *real* opportunity of earning 50% through the *minimum* policy of the Forty Percent and Two-Thirds Split formula. This will apply in those situations where your present split figure is such that you have and can earn the equivalent of 50%. Special consideration will be given to these situations upon your recommendations.

RELEASE PATTERN: A SPECIAL RELEASE PATTERN ON "THE COURT JESTER" IS IN THE HANDS OF EACH DIVISION MANAGER. IT NOT ONLY COVERS THE INITIAL ENGAGEMENTS STARTING FEBRUARY 1ST IN BRANCH CITIES BUT PROVIDES FOR SEVERAL BRANCH CITY AND MULTIPLE SUB-RUN BREAKS DURING THE EASTER WEEK SCHOOL HOLIDAY PERIOD.

Your Division Manager has been fully informed as to our releasing plans on "THE COURT JESTER". You should therefore check your entire Key list with him before any approach is made to an exhibitor.

ADVERTISING: Jerry Pickman is planning a series of special sneak previews of "THE COURT JESTER" across the country to which exhibitors and representatives of press, radio and television will be invited. The theatres where these previews will be held have already been announced. This initial promotion campaign will be supplemented by newspaper and saturation selling at the local levels.

TRADESHOWINGS: In addition to the sneak previews mentioned above, there will be screenings of "THE COURT JESTER" in theatres with an audience about which you will be further advised. In important bidding situations and for the early merchandising playdates where you are seeking February and Easter playdates on "THE COURT JESTER", screen the picture at once for interested exhibitors.

CUSTOMERS SALES LETTER Copy attached.

THIS IMPORTANT PICTURE IS THE RESPONSIBILITY OF THE DIVISION MANAGER AND YOURSELF. PLEASE KEEP IN CLOSEST TOUCH WITH HIM SO THAT EACH ENGAGEMENT CAN BE HANDLED ON AN INDIVIDUAL THEATRE BASIS.

Cordially,

HUGH
Hugh Owen

HO:md

EXHIBIT D-84.

PARAMOUNT FILM DISTRIBUTING CORPORATION

SPEEDGRAM SPECIAL

December 5, 1955

TO DIVISION AND BRANCH MGRS.:

On Friday, December 2nd the Home Office forwarded to you the Sales Policy letter for COURT JESTER.

Please *disregard* the Sales Policy terms set forth in that communication. The following definite policy will apply regarding the Sales Policy:—

COURT JESTER IS DEFINITELY TO BE SOLD AT STRAIGHT 50/50 TERMS AND CONTRACTS SIGNED ON THIS BASIS.

IF UPON SIGNING A 50% CONTRACT AN EXHIBITOR WANTS FURTHER ASSURANCE THAT THE TERMS CAN BE REVIEWED AFTER THE COMPLETION OF THE ENGAGEMENT, WE CAN GIVE THE EXHIBITOR SUCH ASSURANCE PROVIDING IT IS UNDERSTOOD THAT THE 50% TERMS WILL NOT BE REVIEWED DOWNWARD BELOW A MINIMUM 40%.

Will you please confirm your understanding of the above.

(signed) E. K. O'SHEA (EAST)

(signed) HUGH OWEN (WEST)

BR

EXHIBIT D-85.

January 26th, 1956

To: ALL BRANCH MANAGERS

The attached general instructions are self-explanatory.

It is possible that we may encounter resistance in having exhibitors pay the contract terms of 50% on COURT JESTER or ANYTHING GOES in the event the gross in any situation might be less than grosses which warrant straight 50% terms.

In such situations, we must insist that the exhibitors pay the minimum 40% terms pending such time as we have the opportunity of reviewing the engagement with the exhibitor.

After reviewing the results with the exhibitor, the review may determine that the film rental should be above 40% or below 40% but, in no event, less than 35% of the gross. Where the final settlement will be in excess of 40%, then the exhibitor obviously will have to pay the difference.

If the final settlement happens to be below 40%, then we of course, will have to grant the exhibitor the necessary credit.

This procedure is to be followed only in the event final review and Home Office approval cannot be processed in time to have the film rental paid so that the item does not appear on our 30 day outstanding.

We cannot permit the exhibitors to hold up the *total film rental* because the engagement was subject to limited review.

Sincerely,

S. G. D.
Sidney G. Deneau

SGD:hc
CC: Division Managers
Jack Perley—H.O.

Exhibit D-85 **2733a**

January 26th, 1956

To: ALL BRANCH MANAGERS

Extensive effort was put forth in the Field and the Home Office last year to reduce the amount of money represented by film rentals being withheld by exhibitors beyond the 30 day period. By the end of the year, appreciable improvement was made in reducing our 30 day outstandings.

With the imminent release of COURT JESTER, ROSE TATTOO and ANYTHING GOES we cannot, under any circumstances, permit our "30 day outstandings" to increase.

Therefore, these instructions are being sent to you and they must be followed to the letter and without exception:—

1—We must insist upon having signed contracts or Home Office approved deal sheets or other Home Office approved documents on all the pictures prior to playdate.

2—We also must insist that all film rentals be paid promptly and in accordance with the terms of the contract before they become "30 day items".

3—If, in the instance of any of the pictures mentioned above, the contract was signed subject to a review to our minimum policy terms, such reviews, if requested by the exhibitor must be made *immediately* upon the completion of the engagement.

Our objective, where reviews are necessary, should be to secure *premium* settlements above our minimum policy terms. These settlements should be based on previous statements which may have been made for pictures like SAC, COUNTRY GIRL using the same comparable units of gross and playing time.

In other words, reviews should not be made below 50% based on sliding scale control figures in the event any of our pictures were settled on percentage terms higher than what the scale might have developed.

As soon as the reviews and final settlements have been approved by the Home Office, credits must be put through during the week of receipt of Home Office approval.

The exhibitors must be made to understand that if film rentals are held up on the picture which has completed its engagement, you will not be able to serve the exhibitor the next important picture he may have contracted for and booked.

Unless we are diligent and firm, we will find out 30 day outstandings again approach levels which interfere with the orderly operation of our company's business.

It is requested that you keep the undersigned advised at all times of all items which may appear on our 30 day outstandings unless collection is effected before the imposed 30 day time limit.

You will then be advised the procedure to be followed—i.e.—whether we will have to C.O.D. the account—refuse to serve the next picture or any other action indicated.

With pictures like ROSE TATTOO, COURT JESTER and ANYTHING GOES, we have a great opportunity to conduct our business in a thorough and businesslike manner and eliminate the careless operation which may have existed in the past.

Please confirm your thorough understanding of the above by return mail.

Regards.

Sincerely,

S. G. D.
S. G. Deneau

SGD:hc
CC: Division Managers
Jack Perley—H.O.

EXHIBIT D-86.

INTER-COMMUNICATION

To ALL BRANCH MANAGERS From HOME OR BRANCH OFFICE HOME Date 1/27/56

COURT JESTER AND ANYTHING GOES

SALES POLICY FOR FLAT RENTAL SITUATIONS AND SUBSEQUENT RUNS

You are already in receipt of the Sales Policies for COURT JESTER and ANYTHING GOES regarding first run percentage situations.

This letter is to advise you of the Sales Policy on COURT JESTER and ANYTHING GOES for flat rental situations and subsequent runs.

FLAT RENTAL SITUATIONS

COURT JESTER and ANYTHING GOES can be sold flat rental to flat rental accounts provided the flat rental prices equal or exceed the top flat rental prices we have received in the situation for pictures like COUNTRY GIRL and SAC.

If, in situations that are normally considered flat rental, pictures like REAR WINDOW may have been sold flat but COUNTRY GIRL and SAC were sold percentage, we must secure percentage on COURT JESTER and ANYTHING GOES.

Our minimum percentage terms for these situations will be 40% to a split or 40% scaled up to 50%.

We rely upon each member of our sales force to properly evaluate each flat rental account taking into consideration all the factors mentioned above so that we will have every opportunity of securing equitable film rentals based on the boxoffice importance of this attraction.

SUBSEQUENT RUN POLICY

COURT JESTER and ANYTHING GOES must be sold for first sub-run break at a minimum of 35% and *for maximum extended playing time.*

Where we may have secured 40% on any of our top product, it will be necessary to secure 40% on COURT JESTER and ANYTHING GOES.

Where our top percentage terms in the past have been 35%, COURT JESTER and ANYTHING GOES may be sold at these same terms. Maximum playing time must be provided.

In "sub subsequent runs" where previously we may have sold our top product at a minimum 30% or a top flat rental, COURT JESTER and ANYTHING GOES may be sold at these same percentage terms or the top flat rental prices we have received in these situation for our *top policy pictures.*

Regards.

Sincerely,

S. G. D.
Sidney G. Deneau

sgd/hc
cc: Division Managers
Jack Perley—H. O.

(Rev 2)

PARAMOUNT FILM DISTRIBUTING CORPORATION

FEB 8 1956

BRANCH PHILADELPHIA | ZONE GOLDMAN | TOWN—STATE PHILA., PA.

SALESMAN ULRIK P. SMITH | THEATRE(S) MIDTOWN

CUTTING OR ALTERATION OF PRINTS—SIXTEENTH: Exhibitor shall exhibit each print in its entirety and shall not copy, duplicate, subtract or part with possession thereof. Exhibitor shall not, without written or telegraphic consent of Distributor, cut or alter any print except to make necessary repairs or when required by any duly constituted public authority.

TIME OF EXHIBITION—SEVENTEENTH: This license does not include (a) any right to exhibit prior to 6:00 A.M. on the first exhibition date of each respective motion picture, nor (b) any right of exhibition other than on the respective date or dates of exhibition determined as provided hereunto and confirmed in writing by Distributor.

C. O. D. OPTION—EIGHTEENTH: Distributor may, at its option, deliver to Exhibitor any motion picture hereunder and may add to said C.O.D. the amount of any past due indebtedness owed to Exhibitor by Distributor under this and any other agreement.

ADVERTISING—NINETEENTH: Exhibitor shall advertise each such motion picture as "A PARAMOUNT PICTURE" unless otherwise directed by Distributor and shall otherwise adhere to and comply with the form and text of the announcement of the advertising and [illegible] such motion picture.

SCHEDULE

PRODUCTION NUMBER	TITLE OF FEATURE MOTION PICTURES LICENSED	THEATRE	FLAT FEE OR MINIMUM GUARANTEE OR ACCOUNT OF PERCENTAGE OF GROSS RECEIPTS PER PICTURE — FLAT FEE OR WHICH IS A PART OF	PERCENTAGE OF GROSS RECEIPTS	GROSS RECEIPTS PER MOTION PICTURE IN EXCESS OF WHICH DISTRIBUTOR SHARES
5512	"THE COURT JESTER"	Midtown		Including Preview	

SLIDING SCALE

65% if gross reaches $33000 or more.
62½% " " " $30000 up to $33000.
60% " " " $27000 " $30000.
57½% " " " $25000 " $27000.
55% " " " $23000 " $25000.
52½% " " " $21500 " $23000.
50% " " " $20000 " $21500.
47½% " " " $18500 " $20000.
45% " " " $17000 " $18500.
42½% " " " $15500 " $17000.
40% " " " $14000 " $15500.
37½% " " " $13000 " $14000.
35% " " " $12000 " $13000.
32½% " " " $11000 " $12000.
30% " " " $10000 " $11000.
27½% " " " $ 9000 " $10000.
25% " " is less than.....$ 9000.

1st week - 50% to 65% Sliding Scale.
2nd, 3rd, 4th and succeeding weeks - 25% to 65% Scale.
Indefinate run minimum 4 weeks engagement to be terminated at distributors option.

EXHIBITION ARRANGEMENT

EUR CLEARANCE

See Attached.

(End of Schedule)

IN WITNESS WHEREOF, WM. GOLDMAN THEATRES the Exhibitor operating the Midtown theatre located at Philadelphia, Pa. executed this application on 1/27/56 (Date)

AND HEREBY AFFIRMS THAT THE LICENSE FOR THE FEATURE PICTURE SPECIFIED IN THE SCHEDULE HEREOF, WAS NEGOTIATED SEPARATELY WITHOUT RELATION TO, OR CONDITIONED UPON, THE LICENSING OF ANY OTHER FEATURE MOTION PICTURE, OR UPON ITS EXHIBITION IN ANY OTHER THEATRE, AND THAT THE TERMS AGREED UPON WERE DETERMINED PICTURE BY PICTURE AND THEATRE BY THEATRE.

Accepted PARAMOUNT FILM DISTRIBUTING CORPORATION

By [signature]

WM. GOLDMAN THEATRES (Exhibitor)

By [signature]

EXHIBITOR'S COPY	BRANCH COPY	DIVISION OFFICE COPY	EXHIBITOR'S APPLICATION COPY

FORM 4640 4M 7-55 PRINTED IN U.S.A.

Exhibit D 87

2737a

MIDTOWN THEATRE
1412 CHESTNUT STREET
PHILADELPHIA, PA.

Run: Available National Release Date

Clearance: First Run Wilmington to be available 7 days after opening date.
First Run Philadelphia, Pa.

14 days: First Run Camden, N.J.
First Run Chester, Pa.
First Run Coatesville, Pa.
First Run Norristown, Pa.
First Run West Chester, Pa.

21 days: Palace, Philadelphia, Pa.
Oxford, Oxford, Pa.

28 days: Ambler, Ambler, Pa.
First Run Ardmore, Pa.
First Run Bristol, Pa.
Main Line Dr. In, Devon, Pa.
First Run Doylestown, Pa.
Yorktown, Elkins Park, Pa.
First Run Glenside, Pa.
Hatboro, Hatboro, Pa.
Auditorium, Kennett Square, Pa.
Lincoln Dr. In, Langhorne, Pa.
First Run Lansdale, Pa.
Towne, Levittown, Pa.
Media, Media, Pa.
Roosevelt Dr.In, Middletownship, Pa.
Bucks County Dr.In, Neshaminy, Pa.
First Run Phoenixville, Pa.
First Run Quakertown, Pa.
Sevil, Sellersville, Pa.
Broad, Souderton, Pa.
309 Dr.In, Spring House, Pa.
69th St. Upper Darby, Pa.
Tower, Upper Darby, Pa.
Anthony Wayne, Wayne, Pa.
Grove, Willow Grove, Pa.

28 days: Band Box, Philadelphia, Pa.
Benn, Philadelphia, Pa.
Broadway, Philadelphia, Pa.
Bromley, Philadelphia, Pa.
Carman, Philadelphia, Pa.
City Line Center Philadelphia, Pa.
Crest, Philadelphia, Pa.
Erlen, Philadelphia, Pa.
Esquire, Philadelphia, Pa.
Iris, Philadelphia, Pa.
Lansdale, Philadelphia, Pa.
Locust Philadelphia, Pa.
Logan Philadelphia, Pa.
Mayfair(N) Philadelphia, Pa.
Merben Philadelphia, Pa.
Midway Philadelphia, Pa.
New Colonial, Philadelphia, Pa.
Nixon, Philadelphia, Pa.
Orpheum, Philadelphia, Pa.
Oxford, Philadelphia, Pa.
Regal, Philadelphia, Pa.
Rivoli, Philadelphia, Pa.
Rockland, Philadelphia, Pa.
Roosevelt, Philadelphia, Pa.
Roxy, Philadelphia, Pa.
Savoia, Philadelphia, Pa.
State, Philadelphia, Pa.
Strand(Gtn) Philadelphia, Pa.
Uptown, Philadelphia, Pa.

Exhibit D-87

2738a

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

Exhibit D-87